11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, June 14, 2022 - 7:30 PM
or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall

Agenda

1) **Call to Order**

2) **Pledge of Allegiance**

3) **Roll Call**

4) **Specified Miscellaneous New Business:**

Appointment to the District 8 Aldermanic Seat Through April 4, 2023 or Reconsideration of the Aldermanic Appointment Process.

5) **Public Hearing:**

a) **ORDINANCE 2022-1621** - An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m. **Recommended by Planning Commission April 25, 2022; First Reading at Common Council May 10, 2022.**

1) Public Hearing

2) Consideration of Ordinance

6) **Personal Appearances and Public Comment:**

Citizens wishing to address the Council on any matter **not** on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. Please speak into the microphone at the podium. The time limitation is **FIVE** minutes. **To speak or to have your opinion recorded, please complete a registration slip found on the table in the lobby and return it to the bin in the Council Chambers.**

7) **Public Officials' Reports:**

a) Mayor

b) City Administrator

8) Consent Agenda:

a) Common Council meeting minutes of May 10, 2022

b) Architectural Board meeting minutes of April 11, 2022

c) Board of Appeals meeting minutes of April 7, 2022

d) Board of Police and Fire Commissioners meeting minutes of March 22, 2022

e) Economic Development Board meeting minutes of April 26, 2022

f) Festivals Committee meeting minutes of April 20, 2022

g) Finance-Personnel Committee meeting minutes of April 12, 2022

h) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of April 14, 2022

i) Mequon Municipal Water Utility Commission meeting minutes of April 12, 2022

j) Planning Commission meeting minutes of April 25, 2022

k) Public Safety Committee meeting minutes of December 14, 2021

l) Public Welfare Committee meeting minutes of April 12, 2022

m) Sewer Utility District Commission meeting minutes of April 12, 2022

n) Zoning Enforcement and Site Compliance Report through June 1, 2022

o) Acceptance of the FY2021 Annual Comprehensive Financial Report and Report on Internal Control

p) **RESOLUTION 3957** - A Resolution Authorizing the Release of the Bike Path Easement on Lots 1 and/or 2 of Certified Survey Map 3406 (Oriole Lane); **Recommendation Forthcoming by Public Works Committee June 14, 2022.**

q) **RESOLUTION 3958** - A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2021, in Accordance with Requirements Under Wisconsin Administrative Code NR208; **Recommendation Forthcoming by Sewer Utility District Commission June 14, 2022.**

r) Ordinance First Readings

NOTE: First reading of Ordinances will not be acted upon unless a suspension of the rules is approved by a recorded vote of two-thirds majority of all aldermen.

1) **ORDINANCE 2022-1624** - An Ordinance Amending the City Zoning Map, Chapter 58, From R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlays to Allow for A 17-Lot Single Family Residential Cluster Development for the Property Located on the North Side of Donges Bay Road, Approximately 800 Feet West of Wauwatosa Road (Burr Oak Estates); **Recommended by Planning Commission May 23, 2022; First Reading.**

9) Ordinances:

a) **ORDINANCE 2022-1618** – An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools; **Recommended by Public Welfare Committee February 8, 2022; First Reading at Common Council February 8, 2022; Tabled at Common Council March 8, 2022; Recommended by Public Welfare Committee April 12, 2022; Failed at Common Council May 10, 2022.**

i) Request to Reconsider the Action of May 10, 2022 in which the Common Council Denied Approval of **ORDINANCE 2022-1618**.

(ii) In the event that the Common Council votes to reconsider the actions, the Common Council will then proceed to take such action on the matter as it deems appropriate.

b) **ORDINANCE 2022-1623** - An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department; **Recommended by Public Safety Committee May 10, 2022; First Reading at Common Council May 10, 2022.**

10) Resolutions:

a) **RESOLUTION 3959** - A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with GovHR USA, LLC, Northbrook, Wisconsin in an Amount Not-to-Exceed $22,200; **Recommendation Forthcoming by Finance-Personnel Committee June 14, 2022.**

b) **RESOLUTION 3960** - A Resolution Amending the City of Mequon Financial Policies to include Policy Statement 15: Vehicle Leasing; **Recommendation Forthcoming by Committee of the Whole June 14, 2022.**

c) **RESOLUTION 3961** - A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Dugout Improvements at Rotary and River Barn Parks; **Recommendation Forthcoming by Public Works Committee June 14, 2022.**

d) **RESOLUTION 3962** - A Resolution Authorizing Award of a Contract to Design Tamerlane Drive Lift Station O Capacity Improvements to S.E.H. of Sheboygan, WI in the Amount of $46,960; **Recommendation Forthcoming by Sewer Utility District Commission June 14, 2022.**

11) Specified Unfinished Business From Prior Meetings: None.

12) Adjourn

Dated: June 9, 2022 /s/ Andrew Nerbun, Mayor

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM.

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of City Attorney**

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **June 9, 2022**
SUBJECT: **Appointment to the District 8 Aldermanic Seat Through April 4, 2023 or Reconsideration of the Aldermanic Appointment Process**

Background

At the May 2022 Committee of the Whole meeting, the Committee decided to fill the vacant District 8 Aldermanic seat by appointment until a special election could be held for the remainder of the term. At that meeting, the process was laid out to include advertising of the position, accepting applications and an interview process. Following the closing of the application period, the City received an application from the following individuals: Bill Gebhardt and Nancy Urbani. At its meeting on June 7, 2022, the Committee of the Whole held two votes on the appointment, each resulting in a vote of 4 in favor of Ms. Urbani and 3 in favor of Mr. Gebhardt. Section 2-43(4) of the City's Code requires "five affirmative votes. . . in favor of any proposed . . . appointment." Based on that, the Committee forwarded the apportionment to the Council without a recommendation. The Common Council will take up the appointment this evening.

Discussion

Under the provisions of the Municipal Code relating to aldermanic vacancies, the Council shall make the appointment upon "a majority vote." Mequon Code § 2-63(d)(3). Under section 2-43(5)b, an alderperson not voting is deemed to have voted no, including the current District 8 vote due to the vacancy. Accordingly, in order to meet the majority vote requirement, there will need to be five affirmative votes for a candidate. This is consistent with the requirement that there be five affirmative votes for the appointment under § 2-43(4). In the event of a tie, the Mayor may break the tie.

The Code is silent on the approach to take at the Council in this circumstance. There are two potential approaches. First, the Council could take the same approach taken at the Committee of the Whole - each alderperson can write a name on their ballot with the total votes being calculated by the Clerk. Recall that the Mayor does not vote at the Council except to break a tie. Given the vacancy, unless an alderman changes their vote, it appears that the likely result of this process would be the same, a 4 to 3 vote in favor of one of the candidates. The second approach would be to make a direct motion to appoint one of the candidates. This approach results in an up-down vote on that appointment. Again, assuming that no member changes their vote, the likely result of this motion would be a 4 - 4 tie (4 aye votes, 3 nay votes, and 1 deemed nay vote for the vacancy). The Mayor would then be able to vote to break the tie (although the law does not require the Mayor to vote to break a tie).

In the event that neither candidate is able to achieve five affirmative votes, the Council would have to decide how to proceed to fill the vacancy. Under Wis. Stat. § 17.23(1)(am), a vacancy on the Council may be filled by appointment, or the office may remain vacant until an election is held. However, section 2-63(d) appears to contemplate that the City will only utilize the appointment method. Accordingly, the likely approach to filling the vacancy under the City's

code would be to reopen the application period to seek additional candidates.

Process to follow for appointment	**Date**
Date of vacancy	April 19, 2022
Council to announce and discuss process of filling vacancy	June 14, 2022
Council to set deadline for accepting resumes and letters of intent	June 14, 2022
Clerk publishes vacancy in two editions not less than one week apart	June 21 & June 28
Letter of interest and resume due at noon	*July 8, 2022
Applications forwarded to the Common Council	*July 8, 2022
Common Council meets as the Committee of the Whole to interview candidates.	*July 12, 2022 *July 18, 2022 *July 19, 2022 *July 26, 2022
Next regular Common Council meeting following the Committee of the Whole, the Council will formally select on applicant to fill the vacancy by majority vote	August 10, 2022
*Proposed dates	

Should there be a desire to instead hold a special election, the first step in doing so would be to move to suspend the rules, specifically, § 2-63(d) to allow the seat to remain vacant until a special election is held. Any special election that would be held in this case would necessarily be somewhere in the time period between late-November 2022 and the end of January 2023. Under Wis. Stat. § 8.50, "[n]o special election may be held after . . . August 1 preceding the general election unless it is held on the same day as the general election, until the day after that election." The general election this year is on November 8th. Unfortunately we have already passed the deadline to be able to hold the election concurrently with the November general election. There also needs to be 4 weeks between the special election and a primary for that election (if necessary). That likely means a potential primary on November 15 at the earliest, with the special election being held December 13. In scheduling the election we would also have to be mindful of the holidays occurring that time of year. Lastly, if the City holds a special election, the full cost of that election is borne by the City. The Clerk's Office estimates that each election would cost approximately $6,400 (total of approximately $12,800 if there is both a primary and general election).

Recommendation

Should the Council desire to make an appointment, a motion to appoint [candidate's name] to the District 8 aldermanic seat until an election can be held concurrently with the spring 2023 non-partisan election cycle.

Should the Council desire to seek additional applications, a motion to reopen the application process with applications being due on [date] and to adopt the schedule for interviews and appointment as determined. (See below)

Should the Council desire to not make an appointment and instead leave the position vacant until a special election, a motion to suspend to the rules of Section 2-63(d) to fill the District 8 aldermanic vacancy by special election. (NOTE: this vote requires a 2/3 vote of the members present) Then a motion to set the election date.

Attachments:

Gebhardt LOI and Resume (PDF)
Letters of Support Gebhardt (PDF)
Letters of Support Gebhardt 2(PDF)
Letters of Support Gebhardt 3(PDF)
Urbani LOI and Resume (PDF)
Letter of Support Urbani (MSG)
Letter of Support Urbani 2 (PDF)

Bill Gebhardt

414-378-8545
bill.g@corporategroupinc.com
611 East Juniper Court
Mequon, Wisconsin 53092
@bill-gebhardt

June 2, 2022

Re: Submittal for Disctrict 8 Alderman

City of Mequon
Common Council
11333 North Cedarburg Road
Mequon, Wisconsin 53092

Dear Council Members:

As a lifelong resident of Mequon, I respectfully submit my credentials and experience for consideration for the vacant District 8 Alderman position. I have attached my resume, highlighting my qualifications and experiences in the community and as a business owner. Mequon has afforded me many lasting childhood memories and has provided a solid foundation to raise four children with my wife, Janet. I would consider it an honor to serve as Alderman of District 8 and find it a privilege to continue giving back to my community.

As the President and CEO of Corporate Group, Inc., I am a front-line leader with diverse management expertise in cultivating strong team relationships. I am seasoned in setting goals, managing transformation, and achieving the highest desired results for several unique companies. I communicate unpopular decisions when necessary, and I approach operational complexities with strategy and confidence. Fostering positive and transparent communication with stakeholders is one of my principles for success. These qualities are vital in working within a community base and a collaborative professional environment such as the Common Council.

Throughout my adult life, I have worked with community leaders to positively impact the lives of families, particularly for our youth and in our schools. Our entire family has been actively involved in giving back to our school system to enhance the experience for everyone. I appreciate networking with officials from businesses, schools, law enforcement, and community stakeholders to enhance Mequon, and we have proudly supported the Mequon-Thiensville Education Fund.

I am committed to fairly representing and serving the residents of Mequon and District 8 to ensure that Mequon continues to be a premier place to live and raise a family.

Sincerely,

Bill Gebhardt

Attachment: Gebhardt LOI and Resume (7373 : District 8 Appointment)

Bill Gebhardt

414-378-8545
bill.g@corporategroupinc.com
611 East Juniper Court
Mequon, Wisconsin 53092
@bill-gebhardt

Targeted Issues

- Public Safety
- Education
- Future Development
- Communication
- Fair Representation

About Me

- Lifelong resident of Mequon
- Second-Generation District 8 Resident
- Four Children through MTSD
- Mequon Citizen Policy Academy Graduate
- Wisconsin Business Owner
- 30+ years of Executive Leadership

Education

Babson College | Boston, MA
BBA in Finance and Entrepreneurial Studies

Professional Experience

Monarch Capital Partners | Partner
Family Owned Private Investment Firm

- Investment Committee Member
- Creative Financing
- Executive Leadership
- Employs 1000+ workforce nationwide
- Diverse Mergers & Acquisitions

Corporate Group, Inc. | President & CEO
Elevated Shared Services Organization

- Directs Team of Professionals
- Budgetary Oversight
- Innovation & Data-Driven
- Strategic Planning
- Leadership Coaching

Gebhardt Family Foundation | Manager
Private Family Foundation

- Non-profit Management
- Funds Allocation

Community Leadership

Juniper Road Corporation | President

- Manage common areas and public roads for 37 District 8 Residents
- Manage Corporate By-laws
- Address Concerns of Residents
- Oversee Budget

Various Boards and Associations | Member

Attachment: Gebhardt LOI and Resume (7373 : District 8 Appointment)

Justin Schoenemann

From: adriana bodnar <a-bodnar@sbcglobal.net>
Sent: Sunday, June 5, 2022 10:51 PM
To: Carrie Enea; Justin Schoenemann
Subject: Letter of support for Mr. Bill Gebhardt (Aldermanic district 8)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it might concern,

We are writing a letter of support for Mr. Bill Gebhardt to represent us in the aldermanic district 8. Bill has been a resident of our community for well over 20 years. We have known Bill and his wife Janet since when our children attended elementary school together. No doubt you are already familiar with his professional background; he is more than qualified to fill this position. He is a very responsible and ethical man who we know will fulfill this duty with honor, honesty and integrity. It is without hesitation that we endorse him to represent us.

The residents in this district should have the majority voice in this decision.

Please could you ensure that this email is included in the information for the other aldermanic representatives.

Thank you for your time and consideration.

Respectfully,
Myron and Adriana Bodnar
10615 N Pine Ridge Drive,
Mequon, WI 53092

"The Lord is good, a stronghold in the day of trouble; He knows those who take refuge in Him". Nahum 1:7

"You will keep in perfect peace him whose mind is steadfast, because he trusts in You". Isaiah 26:3

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: lisabeth <lisabethd@protonmail.com>
Sent: Sunday, June 5, 2022 10:43 PM
To: Carrie Enea; Justin Schoenemann
Subject: District 8 Alderman Seat

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mequon Common Council Members,

I am reaching out as a Mequon resident and community member regarding the District 8 Alderman seat.

Thank you in advance for your time.

After learning of Mr. Gebhardt's impressive career, not only in business but in his community and family, I know he is the best person for the job right now. His experience is not only solid and encompassing, he shows respect for the position through his community insight and involvement.

With some knowledge of District 8's residents and voting records, I believe Mr. Gebhardt is most representative of the area, allowing for better engagement, connection and community response.

I respectfully request that my correspondence be included in the packet for the Alderman.

Sincerely,
Lisabeth Dayan

Sent with Proton Mail secure email.

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Kailyn Garro <kailynagarro@gmail.com>
Sent: Monday, June 6, 2022 9:05 AM
To: Carrie Enea; Justin Schoenemann
Subject: District 8 alderman- Bill Gebhardt

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

I'm contacting you today to show my support for Bill Gebhardt for the district 8 alderman position.
I believe Bill's commitment to this community and business acumen are second to none. Please consider Bill to fill this vacant position.

Warm regards,
Kailyn Garro

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

June 6, 2022

City of Mequon
Common Council
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Common Council Members,

I have been a resident of the Wyngate Trace neighborhood and 8th Aldermanic District since 2010. I am sending this letter in strong support of Bill Gebhardt to be our next Alderman.

I have reviewed the resumes of both candidates and base my support of Bill Gebhardt on the following factors:

- Wyngate Trace recently experienced a series of auto thefts and my family was a victim of these thefts. The Mequon Police Department did an outstanding job of recovering our vehicle from the City of Milwaukee. They continued to monitor our neighborhood to ensure that these thefts stopped. This increase in crime is a pressing issue for our community. As a graduate of the Citizen's Police Academy Bill has a unique understanding the challenges facing our law enforcement as they continue to make Mequon a safe place to live.
- He has strong financial, leadership, and strategic planning skills acquired through a 30+ year career as a business executive. These skills would greatly benefit the City of Mequon in a rapidly changing economic environment.
- He has a strong track record as a community volunteer including his involvement in leading his neighborhood association.
- Through being a lifelong resident of Mequon and father of four he understands the standards and values that have made Mequon a great community to live in and raise a family.

Bill Gebhardt is the only candidate who will be able to objectively represent all citizens of our district.

The City of Mequon and the 8th District would be very fortunate to have someone with Bill Gebhardt's experience and qualifications as our Alderman.

Please include this letter in the packet that is being reviewed by the Alderman as they make this important decision. Thank you for your consideration.

Sincerely,

Peter Glaser
10935 N. Wyngate Trace

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

From: Scarlett Johnson
To: ischoenemann@ci.mequon.wi.us
Cc: Carrie Enea
Subject: Open Seat in the 8th Aldermanic District
Date: Monday, June 6, 2022 12:07:10 PM

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June 6, 2022

City of Mequon
Common Council
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Council Members,

I have been a resident of the Wyngate Trace neighborhood and 8th Aldermanic District since 2010. I am sending this letter in strong support of Bill Gebhardt to be our next Alderman.

Bill Gebhardt has an extensive business background and has demonstrated strong leadership, financial, and strategic planning skills throughout a 30+ year executive career that would greatly benefit the City of Mequon. In addition to his business experience, Bill has a strong track record as a community leader and volunteer.

On the other hand, Nancy Urbani has been an outspoken left-wing activist in the community, and as a founding member of the controversial 'Coalition' Political Action Committee, I fear that she will not be able to fairly represent a significant number of residents
the 8th District who have opposite views.

Urbani is associated with Jessica Key, the very controversial 'Mequon BLM' activist and 'Coalition to Support MTSD' political organizer who has caused extreme psychological and professional harm to innocent Mequon residents, many of whom live in the 8th Aldermanic District. Urbani also has close ties to 'Break the Silence in the Burbs,' another left-wing organization in Mequon-Thiensville. 'Break the Silence in the Burbs,' headed by Democratic activist Brittany Vulich, holds extremely controversial and deeply unpopular views about the police force, public safety, and zoning laws. In a separate email I will attach social media posts made by

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Urbani as proof to these claims.

I have carefully reviewed both candidates and feel that Bill Gebhardt is the only one who will be able to objectively represent all citizens of our district. The City of Mequon and 8th District would be very fortunate to have someone Bill Gebhardt's quality and experience as our Alderman.

Thank you for your consideration, and I ask you to please include this letter in the Alderman packet.

Sincerely,

Scarlett Johnson
10935 N Wyngate Trace
Mequon WI 53092
414-699-9213

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

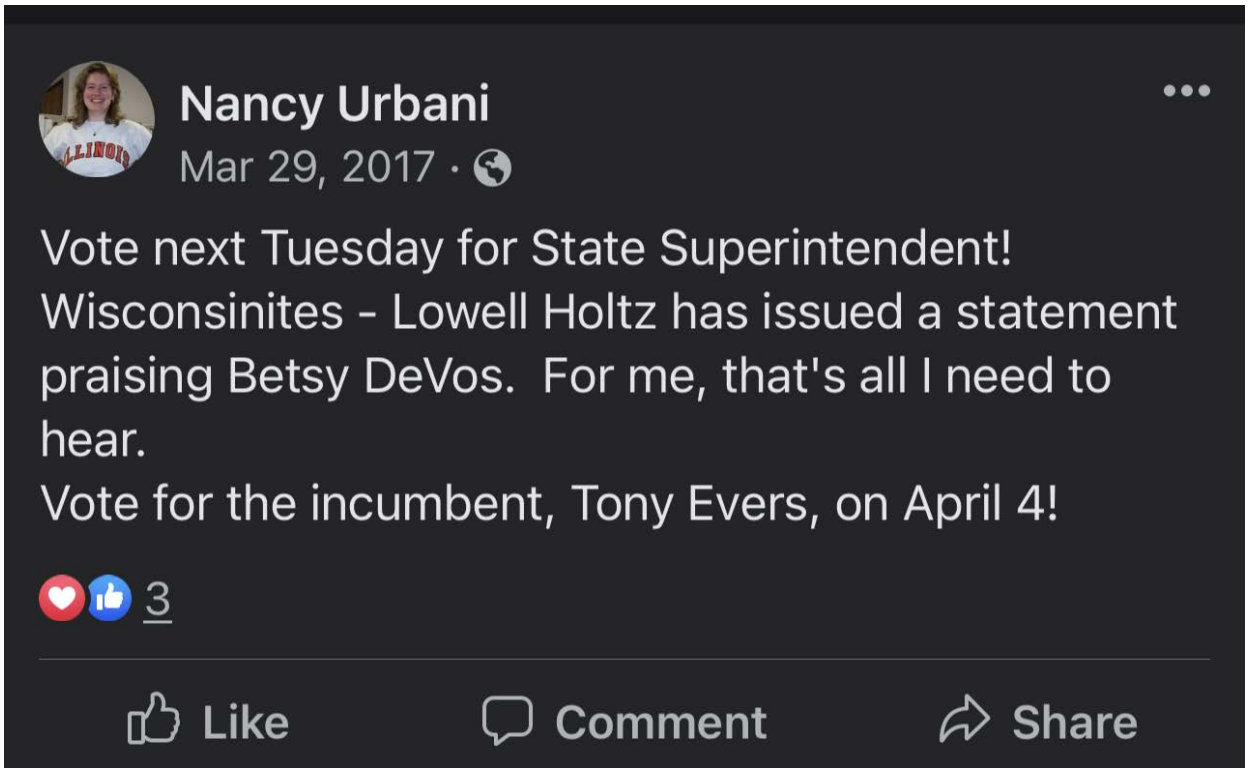
From: Scarlett Johnson
To: Carrie Enea
Cc: ischoenemann@ci.mequon.wi.us
Subject: Vacancy of 8th district Aldermanic seat
Date: Monday, June 6, 2022 1:47:50 PM
Attachments: image.PNG

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

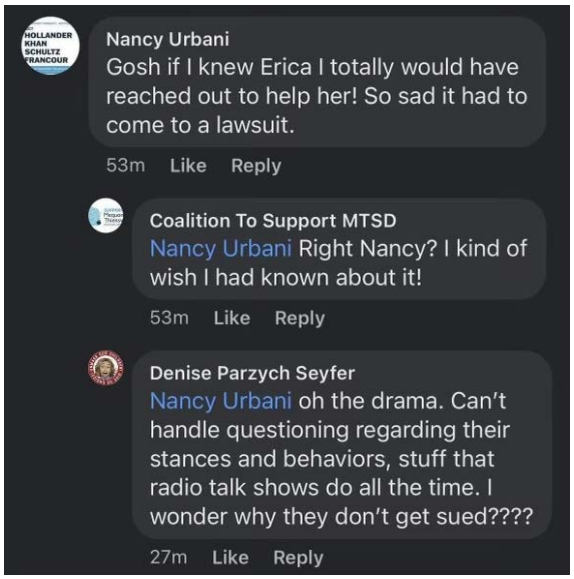
Here are just some posts I am able to provide regarding Nancy Urbani and association with controversial groups, activism and Democratic partisanship.

Please include these in the Alderman packet with my previous email.

Thank you!
Scarlett Johnson
10935 N Wyngate Trace
Mequon 53092



Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)



Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

All comments

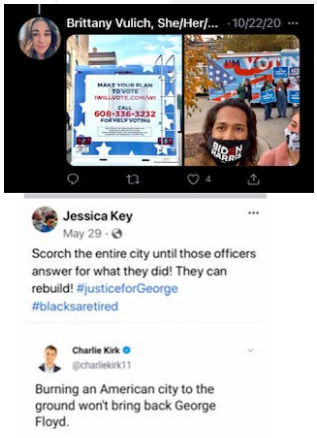
Stephanie Theirl
Disappointed. 2
Like · Reply · Share · 1w

Kerry Ann
Reckless there. Sorry. Fully masked here. 1
Like · Reply · Share · 1w

Nancy Urbani
Kerry Ann still masked here K-6. 1
Like · Reply · Share · 1w

Kerry Ann
Nancy Urbani Should be 4k-12. Especially with holiday season and uptick. Up 40% in last 7days alone. 2
Like · Reply · Share · 1w · Edited

Nancy Urbani
Kerry Ann I do agree but also think that should be separate from quarantine rules.
Like · Reply · Share · 1w



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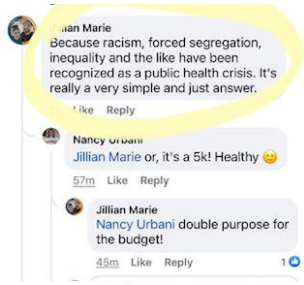
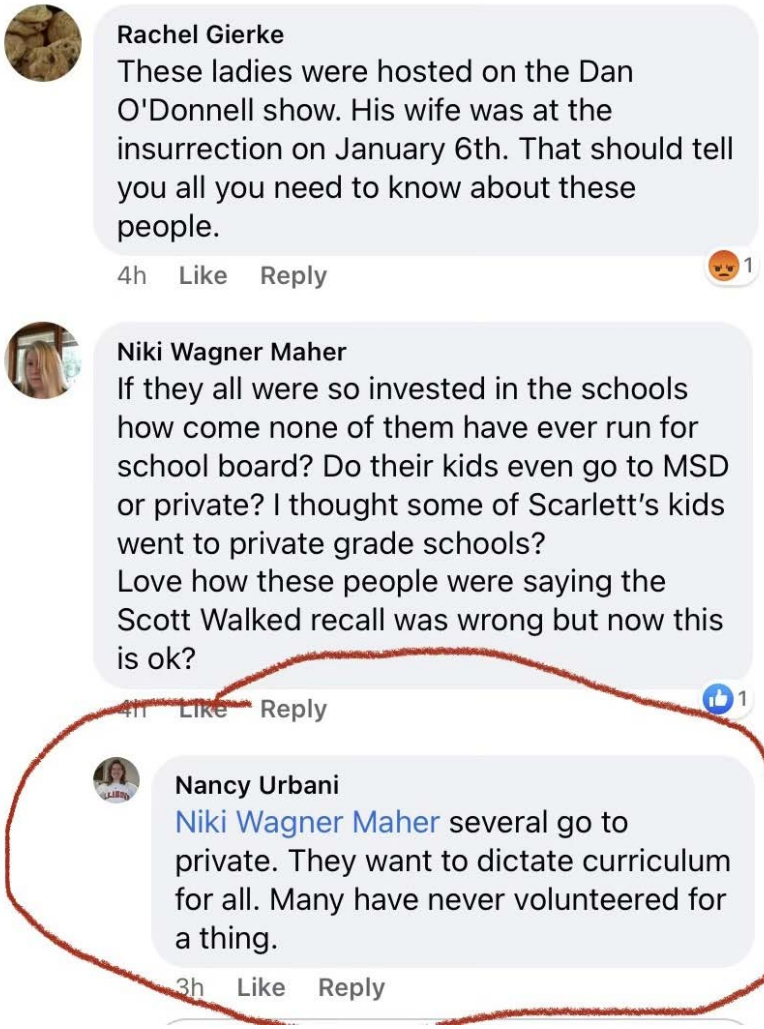
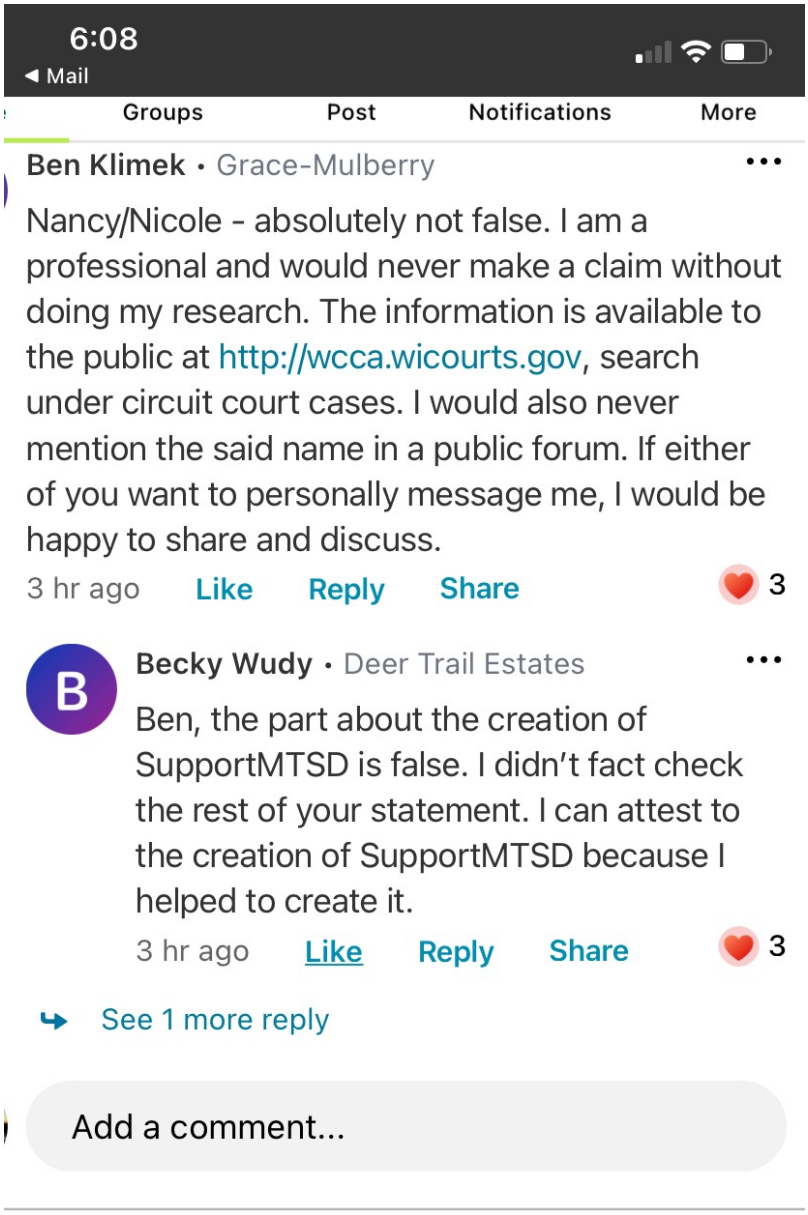




Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)



Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Nancy Urbani • Gazebo Hills

That is absolutely incorrect, sir. I know exactly who put together the website, accompanying flyer and yard signs. I am part of that group. (edited)

4h Like Reply Share 3

Nicole Angresano • Central North Brown Deer

I am also part of that group--and this is false. Not to mention. that this is about supporting a SCHOOL DISTRICT--so whether or not someone lives in Mequon doesn't mater one bit if their children are in Mequon schools. Y'all never hear of co-parenting or open enrollment?

4 hr ago Like Reply Share 2

Melissa Markgraf • Solar Heights

I also know that this claim is not the case. But even if it was are you saying someone that has a pending case their voice doesnt matter? Come on . Isnt mequon better than this?

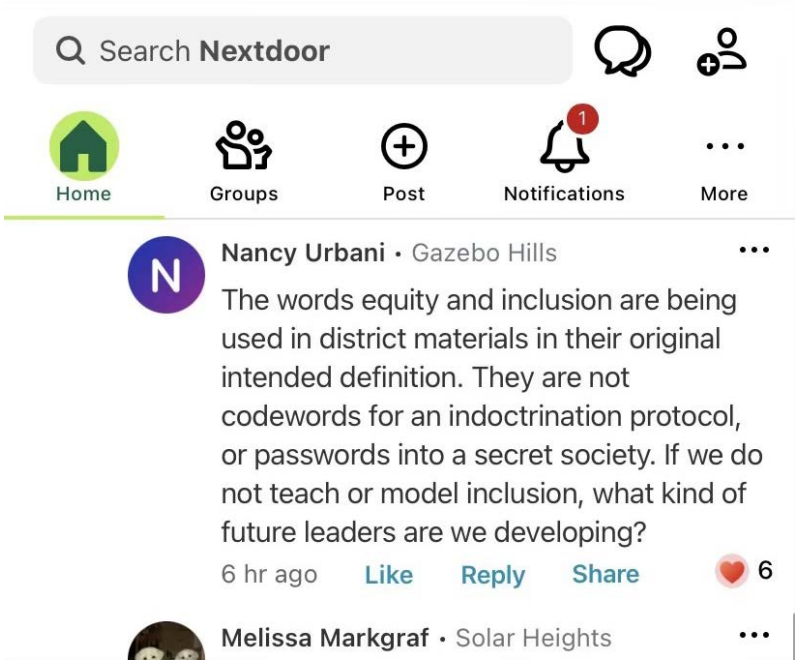
3 hr ago Like Reply Share 2

Add a reply...

Mark Gierl • Lake Shore

Homestead High School was ranked number 1 in Wisconsin schools 2014/15 year by U. S. News and World. In 2020/21 they were ranked 142. Test scores are falling and costs are rising thanks to fat

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)



Scarlett Johnson

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Connie Keller <conniekeller@wi.rr.com>
Sent: Monday, June 6, 2022 6:19 AM
To: Carrie Enea; Justin Schoenemann
Subject: Vacant Common Council Seat - Bill Gebhardt

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I'm writing in support of Bill Gebhardt to replace Mayor Nerbun on the Common Council. We need a calm, mature, non-partisan person to fill the vacancy rather than the overtly partisan, Nancy Urbani, who I understand is lobbying for the seat. The community needs to come together rather split further apart. I followed the school board recall with interest and noted Nancy was a key contributor to the vitriol. We don't need that! Please consider Bill for the position.

Regards,

Connie Keller

Sent from my iPad

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Rich Kozinski <RKozGB4@hotmail.com>
Sent: Monday, June 6, 2022 3:01 PM
To: Justin Schoenemann; Carrie Enea
Subject: District 8 Alderman appointment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Justin and Carrie,

Would you please be sure this email is included in the packet for the Common Council to review at Tuesday's meeting? Thank you!

To the Common Council,

I am writing to you and urging you to vote in Mr. Bill Gebhardt for the District 8 aldermanic position.

As a life long Mequon resident, a second-generation District 8 resident, a married father who helped raise 4 children (putting all through the MTSD), a partner in a family owned business employing a nationwide workforce of 1000+ employees, a President & CEO of a shared services organization, a candidate with over 30 years of Executive Leadership, a graduate from Babson College of Boston Massachusetts with a BBA in Finance & Entrepreneurial Studies, and the President of the Juniper Road Corporation (displaying community leadership), I think that this is the type of individual the Common Council would gladly approve and welcome as the District 8 Alderman.

His financial understanding and leadership roles exceed the qualifications for alderman. Take the time to compare his resume against any other candidate you are considering.

The residents of Mequon deserve and will thank you for choosing someone *this* skilled, qualified, and dedicated to making our community an even better place to work, live, play and educate our children.

Please vote for Bill Gebhardt, , the *best* choice for District 8 Alderman.

Respectfully,

Richard Kozinski

Mequon resident

Sent from Mail for Windows

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Jeffrey H Lane <jeffreyhlane@gmail.com>
Sent: Monday, June 6, 2022 1:49 PM
To: Carrie Enea; Justin Schoenemann
Subject: Bill Gebhardt; please include this email in the packet of materials that will be provided to the aldermen

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Members of the Committee of the Whole,

As a 15+ year Mequon resident, I write to support strongly the candidacy of Bill Gebhardt for District 8 Alderman.

He has the skills needed for the job: excellent leadership; pragmatism; the willingness to approach issues with an open mind; and once a decision is made, to see it is properly executed.

Equally important, at this time of intense polarization, Bill Gebhardt will be a force for uniting all factions of our community.

Jeff Lane

Sent from my iPhone

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Trish Lane <plane9716@gmail.com>
Sent: Monday, June 6, 2022 11:19 AM
To: Carrie Enea; Justin Schoenemann
Subject: Bill Gebhardt

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Greetings,

I would like to share my enthusiastic endorsement of Bill Gebhardt for Alderman. I have come to know Bill, Janet and their daughter Annie personally through their involvement with Homestead High School. Bill will be a wonderful Alderman, he is a thoughtful leader who truly listens with an open-mind to concerns and has the best interest of our community at heart. He will get things done in a manner that engenders the least amount of rancor and will bring constituencies with opposing viewpoints together to the maximum extent possible, We are truly fortunate that Bill is interested in serving us as our Alderman.

Please include this email in the packet of materials that will be provided to the aldermen.

Thank you!

Trish Lane

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Alex Leykin <alex@trustaplus.com>
Sent: Monday, June 6, 2022 3:54 PM
To: Andrew Nerbun; Robert Strzelczyk; Glenn Bushee; Dale Mayr; Jeffrey Hansher; Mark Gierl; Brian Parrish; Kathleen Schneider
Cc: Carrie Enea; Justin Schoenemann
Subject: Upcoming aldermanic appointment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Aldermen:
It's my understanding that as elected city leaders you will be filling our new Mayors former aldermanic seat. It is also my understanding that there are at least two candidates who have expressed an interest in this position. I felt it important to voice my opposition to the consideration of Nancy Urbani for this seat. I have no personal animosity toward this candidate but it's important to note the negative baggage she brings to the leadership of our community. Nancy Urbani has been very active in local political circles, especially around the school district, and has become a very terse and divisive figure in our community. By placing her on our common council you will bring the same divisive confrontational style of politics to city governance which has infected our board of education functioning for years now. As much as this candidate has now taken on an apolitical façade I am personally aware of her very political and very divisive approach to governance. In fact the divisive group she helped start (Coalition to Support MTSD) which expanded the toxic culture on our board of education is now a political action committee that continues to expand said divisive toxicity and politics throughout our community. Her inability to work with anyone of a differing view is widely known in the community. I would strongly argue that what our community needs is a sense of community again and tolerance for all people and all views, this candidate would serve to advance the opposite. Thank you for tolerating my ranting for a few minutes.

Respectfully,
Alex Leykin
414-403-2114 Mobile
alex@trustaplus.com

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Andrea Lorenz <calorenz6@gmail.com>
Sent: Monday, June 6, 2022 8:13 AM
To: Carrie Enea
Cc: Justin Schoenemann
Subject: Alderman appointee

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning-
Please consider Bill Gebhardt for the vacant alderman position.
I am a city resident but not in District 8. However, due to the function of aldermen as the primary reviewers and approvers of the city budget, aldermen impact all residents. Bill's business experience will allow him to review the city budget with knowledge and understanding. Especially as the city will be managing through a likely near term recession, his experience may prove invaluable. Additionally, during a recession, the need to manage property tax changes will be critical to avoid increases which would further stress citizens of Mequon, especially our retired residents and families with children.
Thank you
Andrea Lorenz
3204 W Joliet Ct
Please include this in the packet for the aldermen.

Sent from my iPhone

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Julie Luettgen <julieeluettgen@gmail.com>
Sent: Sunday, June 5, 2022 10:18 PM
To: Justin Schoenemann
Cc: Carrie Enea
Subject: Alderman district 8

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern;

I am asking that you add this letter to tomorrows alderman replacement meeting for the Andrew Nerbun position in district 8.
In a time of division in our city it's critical that we select alderpeople that are the best choice to bring the community together, to listen to constituents needs and leave politics aside as best they can. A candidate who had business experience. Bill Gebhardt is that candidate.

Bill Gebhardt is a businessman which is an important asset for an aldermanic position; someone who understands finances and taxes, checks and balances. In his business and personal relationships Bill has been unbiased on issues and searches to find facts and reason to achieve reasonable outcomes. On a personal level, Bill had been a positive community member, stayed neutral on recent political debates in our community. He has never defamed or attacked another person in the community. Bill has done his best to be a positive move Mequon forward kind of person. He is calm, pleasant and agreeable.

Bill Gebhardt is very active within our community. I feel Bill is the best candidate to know what his district wants and will fight for their interests not his own. Bill has made great relationships in the community. He listens and helps make solutions with people not for them. I have found Bill to be humble and believe that it help him be a great servant leader.

We do not want an alder person who attacks others, will create division and mistrust. Who scrubs their social media to hide the truth of their personality. Someone that try's to put on a false facade on just for a position of power. That will not bring positive results to our community.

For these reasons and as a fellow business owner, I fully support Bill Gebhardt for alderman and you should too.

Thank you,

Julie Luettgen

Real Estate broker
Keller Williams
Mequon Resident
2709 W Hickory Lane
Mequon,Wi 53092

pardon my spelling- Sent from my iPhone

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Julie Luettgen Luettgen Group Keller Williams pardon my spelling- Sent from my iPhone

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Carrie Enea

From: DAVID MARTYN <dmmartyn11@aol.com>
Sent: Sunday, June 5, 2022 11:29 PM
To: Carrie Enea
Cc: ischoenemann@ci.mequon.wi.us
Subject: Alderman District 8

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Common Council Members:

It has come to my attention that two candidates are vying for the Alderman position vacancy in District 8 where I have lived for twenty four years. I believe Mr. Bill Gebhardt is the best choice for my District for he has been a long time resident like myself who understands what is needed in our community to thrive and beautify our city. No doubt you are already familiar with his professional background; he is more than qualified to fill this position. Bill is responsible, transparent, ethical, and a positive leader who will bring a supportive and collaborative spirit to our current common council team.

Please choose Mr. Bill Gebhardt for District 8 as he will serve best by serving the residents to ensure that Mequon continues to be a premier place to live and raise a family.

Thank you for your time and consideration and please include this in the Alderman packet.

Respectfully,

David and Monica Martyn
209 East Ironwood Lane
Mequon, WI 53092

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Carrie Enea

From: boyd miller <boydmiller@wwt.net>
Sent: Monday, June 6, 2022 8:15 AM
To: Cenea@ci.Mequon.wi.us.
Subject: Bill Gephardt for Alderman, District 8

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Ms. Enea,

I just wanted to take this opportunity to endorse Bill Gephardt for Alderman to represent us here in District 8, Mequon. Bill is a lifelong resident of Mequon, understands this community completely, graduated from Homestead HS, as did his children, and represents all of the qualities critical to ensuring an elite quality of life for our residents. Specifically, he embodies these tenets of a community leader:

1. Constituents are you most precious resource ; take care of them
2."Clothe yourself with humility"
3.Transparency
4.Trust is the foundation of all relationships
5.Make a difference each day, one life at a time.
6.Encourage, teach, and mentor every chance you get
7.Listen more and talk less
8.Learn to follow (much about leadership , both good and bad can be learned as a following first)

He has the right experience relevant to this critical public office and will honor his oath of office along with upholding the Wisconsin State and U.S. Constitution as he co-governs.

My ask is that you include my endorsement with Mr. Gephardt's documents submitted for review ahead of the June 7th Council Meeting to Question the candidates, as well as any other opportunities to endorse Mr. Gephardt for this role, verbally, or formally.

Thank you for this consideration.

Boyd J. Miller
Stephanie E. Miller
10634 N. Wood Crest Dr.
Mequon, WI 53092

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Lynn Moertl <lynnmoertl@gmail.com>
Sent: Monday, June 6, 2022 3:07 AM
To: Carrie Enea; Justin Schoenemann
Subject: Bill Gebhardt for Alderman

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am writing in support of Alderman candidate, Bill Gebhardt.
Bill is a proven leader and active community member of Mequon. He will have my vote if added to the ballot.

Thanks,

Lynn M. Moertl
8011 W Kensington Dr
Mequon, WI 53097
262-617-5532

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Cheryle Rebholz <cheryle_rebholz@yahoo.com>
Sent: Sunday, June 5, 2022 5:02 PM
To: Justin Schoenemann; Carrie Enea
Subject: Fwd: District 8 Open Seat Appointment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please include my letter in the packets prior to the meeting for the vote like the other candidates letters.

Respectfully,
Cheryle Rebholz

From: Cheryle Rebholz <cheryle_rebholz@yahoo.com>
Date: April 5, 2022 at 6:09:57 PM CDT
To: Dale Mayr <dmayr@ci.mequon.wi.us>, Mark Gierl <mgierl@ci.mequon.wi.us>, Glenn Bushee <gbushee@ci.mequon.wi.us>, Rob Strezelczyk <rstrzelczyk@ci.mequon.wi.us>, Jeff Hansher <jhansher@ci.mequon.wi.us>, Brian Parrish <bparrish@ci.mequon.wi.us>, Kathleen Schneider <kschneider@ci.mequon.wi.us>
Subject: District 8 Open Seat Appointment

Dear Mequon Common Council Members,

I am contacting each and every one of you to give you a recent personnel account of my experience with Nancy Urbani who if I am to understand wants to be selected as the next Alderman of District 8.

Ms. Urbani in my latest run for public office the (Recall School Board Election) gave an interview to the Milwaukee /Journal and simultaneously posted the same malicious story on Nextdoor. She stated and was quoted that I had NO experience in this office, when in fact I served a 3 year term for MTSD! On the contrary, she knew I served. How do I know that Ms.Urbani initiated the newspaper story, it is because I called the reporter who printed the story without FACT checking and he confirmed that Ms. Urbani sought him out. Ms. Urbani knew she lied, I personally called her and demanded she retract this statement and set the record straight. She complied and posted a correction on Nextdoor but too late for the Milwaukee Journal, the damage was done per her goal.

Ms. Urbanani and I are total strangers, I couldn't pick her out of a line up, you can agree not to support my positions or my voting record but don't lie about a persons credentials and try to destroy a persons reputation. She does not have the temperament, unbiased judgement, nor an open mind. She has demonstrated that she lacks maturity and the discipline to judge individuals or issues without resorting to gossip.

The community is tired of character assignations and there is no place for it among the council.

This has to stop. You be the judge.

Sincerely,
Cheryle Rebholz

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

Justin Schoenemann

From: Amber Schroeder <pt.amber@gmail.com>
Sent: Sunday, June 5, 2022 11:05 PM
To: Justin Schoenemann; Carrie Enea
Subject: District 8 appointment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Justin/Carrie,

Could you please make sure this email is included in the packet for the common council to review at Tuesday's meeting? Much appreciated.

To the Common Council,

I am writing to you to urge you to vote in Mr. Bill Gebhardt for the district 8 alderman position.
As a life long resident who has raised 4 children here in Mequon, he knows our community well.
His business experience as a President and CEO over qualify him for this position and our city would be lucky to have such an outstanding, humble and devoted person on our council.
Bill's professional resume speaks for itself, but what you won't read about is his dedication to his family, his friends and his community. He is an active community member and has created many jobs for others here in Wisconsin. He even went through the Citizen Police academy to stay up to date and involved in what's going on, here in his home town. To put it quite simply, Bill is just one heck of a guy.
Bill's financial understanding and leadership roles have prepared him for this role as alderman. There is no one applying who is as qualified or more qualified as Bill. He's the right choice.
Please help to continue moving Mequon Forward- vote for Bill, I know he'll be a tremendous asset to this group and is the clear choice for district 8.

Respectfully,
Amber Schroeder

Attachment: Letters of Support Gebhardt (7373 : District 8 Appointment)

From: Hans A
To: Carrie Enea; Justin Schoenemann
Subject: Nerbun"s Seat
Date: Tuesday, June 7, 2022 1:34:03 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Greetings,

I'm writing to support the appointment of Bill Gebhardt to Andrew Nerbun's seat. He is eminently qualified and a lifelong Mequonian. He is a proven leader as the current President and CEO of his company, which requires clear-headed thinking and decisiveness that includes multiple stakeholders within his Company.

He is a Mequon Citizen Policy Academy Graduate and has experience with budgeting, strategic planning and leadership coaching. Furthermore, his experience with the Juniper Road Corporation to manage the public areas in his neighborhood is a primer of his capabilities as a leader.

I strongly endorse his candidacy and hope that you will do the same.

Regards,
Hans

--
Hans Angermeier
10028 Sheridan Dr, Mequon, WI 53092
949-373-6147
hansangermeier@gmail.com

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: Susan Auchter
To: Carrie Enea; Justin Schoenemann
Subject: Bill Gebhardt for Alderman
Date: Tuesday, June 7, 2022 3:46:42 PM

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Hello,

I am writing to support the candidacy of Bill Gebhardt and hope you will do the same.

Thank you,

Susie Auchter

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: Jill Chromy
To: Carrie Enea; Justin Schoenemann
Subject: Alderman District 8
Date: Monday, June 6, 2022 4:52:50 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Ms. Enea and Mr. Schoenemann,

I am writing this letter in support of Bill Gebhart to be appointed to district 8.

He has an impressive resume showing his strong professional qualifications as well as his commitment to our schools and community. He is a lifelong resident and is dedicated to supporting our schools, community, and all of our residents.

I am concerned about Ms. Urbani's leadership role and involvement in the political action committee, PAC, named the Coalition to support MTSD. I feel that PACs, in general, do not have a place in local non-partisan elections and offices. A quick review of the Coalition's social media Facebook page makes it clear that this group is definitely political and has even made statements that those who do not agree with their viewpoint are "Not welcome here."

I believe that Mequon is made up of a diverse group of residents who hold a variety of viewpoints. It is important that our community leaders be willing to hear the voices of all the residents they represent, not just those whose beliefs and values are similar to their own.

Please include this letter in the alderman packet.

Thank you for your time and consideration.

Jill Chromy
--
Jill Chromy
414-331-4241

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: Tracy Johnson
To: Carrie Enea; Justin Schoenemann
Subject: Support for Bill Gebhardt for District 8
Date: Tuesday, June 7, 2022 9:04:47 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Members of the Mequon City Council,

Thank you for considering this letter of support for candidate Bill Gebhardt for Mequon District 8 Alderman. I am a resident of District 8 and believe that our community will benefit from Bill's extensive professional and volunteer experience. Bill is a lifelong resident of Mequon and of District 8 and has demonstrated a deep passion for his community and an understanding of how to collaborate with community members while moving Mequon forward within the framework of City government.

I had the opportunity to speak with Bill and am impressed with his background, reason for serving, and his sincere commitment to making decisions representative of constituents with consideration for the longstanding values of our Mequon community members. During our conversation, Mr. Gebhardt spent more time listening than talking – I found his responses to be thoughtful, informed, and genuine which I respect in a leader. I was impressed with his extreme professionalism, his 'pulse' on our community, his humility, and observations about the opportunity that our beautiful community has before it.

Three areas of strength stood out to me:

Bill is a Lifelong Resident of Mequon: Bill has lived in Mequon his entire life and raised his family here. His deep roots give him credibility to serve and lead. He has dedicated time to community boards, companies, ad-hoc committees, and the Mequon CPA which shows his varied experience working with members of this community. He understands the constituents and has many individuals to call on for insights, a 'temperature check' on an issue, or more information.

Bill has Practical Business Experience: Bill's vast experience in budgeting, business creation, and non-profit management contributes to his overall understanding of planning and implementation of complicated projects with multiple impact points within the city. As a CEO, Bill's role is to make decisions, build consensus, and move projects forward. He will bring that to our Council by adding to the diverse assemblage of leaders.

Bill's Approach to Servant Leadership: I was struck by Bill's reasoning for service. He suggested that he has been so fortunate to live within this community for his entire life. He commented that he is a servant leader and his decision to step into this role was inspired by continuing the great work of our city while also bringing an additional fresh perspective to the Council. This speaks to his commitment to maintaining continuity within our community, and an overall interest in enhancing the overall decision-making process and quality of life in Mequon.

As a resident of District 8, I have had a positive experience working with my former Alderman and now Mayor, Mr. Nerbun, and am thrilled to know that Bill Gephardt will continue with the highest level of constituent service, responsiveness, and integrity.

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

I am hopeful that Council Members will observe what I have and select Bill Gebhardt to serve alongside them for the remaining term of District 8 Alderman. At the most local level of government, I would be incredibly pleased to have Mr. Gebhardt represent my district on the Council.

Please let me know if you have questions.

Tracy Johnson
10904 N Wyngate Trace
Mequon, WI 53092
District 8 Resident

--
Tracy Johnson
10904 N Wyngate Trace
Mequon, WI 53092
414.698.7474
tracykjohnsonmke@gmail.com

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: Lane, Jonathan
To: Carrie Enea; Justin Schoenemann
Subject: Bill Gebhardt"s Candidacy for District 8 Alderman
Date: Monday, June 6, 2022 10:27:31 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Greetings,

I am writing in support of Bill Gebhardt's candidacy for District 8 Alderman. I have known Bill's daughter Annie since I entered Donges Bay Elementary School, and I first met Bill shortly thereafter. Bill has been actively involved in the Mequon-Thiensville school district for many years, and his out of the box thinking has invigorated fundraising efforts for sports at Homestead High School. Bill has the tools and knowledge, as is evident from his resume, to succeed in this position and he will be a outstanding representative for the constituents of District 8.

Please include this email in the packet of materials that will be provided to the aldermen.

Thank you!

Jonathan Lane

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: David moertl
To: Lynn Moertl
Cc: Carrie Enea; Justin Schoenemann
Subject: Re: Bill Gebhardt for Alderman
Date: Monday, June 6, 2022 7:43:03 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am writing in support of Alderman candidate, Bill Gebhardt.
Bill is a proven leader and active community member of Mequon. He will have my vote if added to the ballot.

Best Regards,

David Moertl

On Mon, Jun 6, 2022, 03:06 Lynn Moertl <lynnmoertl@gmail.com> wrote:

> I am writing in support of Alderman candidate, Bill Gebhardt.
> Bill is a proven leader and active community member of Mequon. He will have my vote if added to the ballot.
>
> Thanks,
>
> Lynn M. Moertl
> 8011 W Kensington Dr
> Mequon, WI 53097
> 262-617-5532

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: steven names
To: Carrie Enea; Justin Schoenemann
Subject: District 8
Date: Tuesday, June 7, 2022 1:56:42 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

I'm writing to support the appointment of Bill Gebhardt to Andrew Nerbun's seat as he is a proven leader and business leader.
He is a Mequon Citizen Policy Academy Graduate and has experience with budgeting, strategic planning and leadership coaching. Furthermore, his experience with the Juniper Road Corporation to manage the public areas in his neighborhood is a primer of his capabilities as a leader. I strongly endorse his candidacy.

Best Regards,

Steven Names
262-573-1090

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: Heather Nill
To: Carrie Enea; Justin Schoenemann
Subject: Alderman placement
Date: Monday, June 6, 2022 4:22:57 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello!
As a Mequon Resident, we fully endorse your vote and support for Bill Gebhardt. I have reviewed his background and he is more than qualified to help lead our community and is a very active community member of Mequon. We need as many positive members of our leadership as possible and he definitely fits that, as well as has the expertise to boot.

Thank you for your support of Mr. Gebhardt.

Thank you,
Heather

Heather Nill

414.530.1925 | heather.nill@gmail.com

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: John R Richmond
To: Carrie Enea
Subject: appointment
Date: Monday, June 6, 2022 6:15:30 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Respectfully I want to voice my support for Mr. Bill Gebhardt for the vacant aldermanic position in the 8th District. Without a doubt, his resume speaks volumes for the experience, skill and talent needed to serve in this position.
Regards,
John R Richmond

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

From: Kim Stankowski
To: Carrie Enea; Justin Schoenemann
Subject: District 8 Alderman Appointment
Date: Monday, June 6, 2022 8:29:28 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mequon Common Council Members,

I am reaching out regarding the District 8 Alderman seat. While I am not a resident of District 8, I have been a Mequon resident for 10 years and am raising three school-aged children.

Please consider Bill Gebhardt for the vacant alderman position. His impressive work experience and community involvement make him very qualified for the alderman seat. He has extensive strategic leadership experience, a strong understanding of finance and investments, and non-profit management experience through his work with multiple boards and associations. He is also a lifelong resident of Mequon, and has raised four children here, giving him a great understanding and knowledge of the City and its many stakeholders.

Bill would be a tremendous asset to the Common Council and the City of Mequon.

I would appreciate my email being included in the alderman packet. Thank you for your time and consideration.

Kim Stankowski
8143 W. Knightsbridge Drive

Attachment: Letters of Support Gebhardt 2 (7373 : District 8 Appointment)

Justin Schoenemann

From: Lynn Barney <chlybarney1@hotmail.com>
Sent: Thursday, June 9, 2022 10:35 AM
To: Robert Strzelczyk; Jeffrey Hansher; Dale Mayr; Andrew Nerbun; Glenn Bushee; Kathleen Schneider; Mark Gierl; Bparrish@mequon.ci.wi.us; Cenea@mequon.ci.wi.us; Justin Schoenemann
Subject: Bill Gebhardt - District 8 Alderman candidate

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Common Council Members,

Thank you for your service! I would like to express my support of Bill Gebhardt as an excellent candidate for District 8 Alderman. We have known Bill for over 18+ years. When we first moved to Mequon, Bill coached both of our children in youth hockey. From there, we got to know his family very well as our children were similar ages and active in community activities together. As a hockey coach, we immediately noticed how Bill could motivate youth, lead a coaching staff, and embrace sticky situations. He's the #1 best coach our children ever encountered in the 20+ years they played sports which says a lot. In Juniper subdivision where they live, Bill has been instrumental in bringing their community together to reduce invasive species and remove dead Ash trees. Because Bill has been a lifelong Mequon resident, his network is broad from business contacts, MTSD families, old high school friends, etc. This will enrich his mindfulness of his constituent base. I strongly support Bill for District 8 Alderman.

Many thanks,

Lynn Barney
110 E Trillium Ct
Mequon WI 53092

Attachment: Letters of Support Gebhardt 3 (7373 : District 8 Appointment)

Justin Schoenemann

From: Farzad Diba <quazimoto@gmail.com>
Sent: Thursday, June 9, 2022 8:19 AM
To: Robert Strzelczyk; Jeffrey Hansher; Dale Mayr; Andrew Nerbun; Glenn Bushee; Kathleen Schneider; Mark Gierl; Bparrish@mequon.ci.wi.us; Cenea@mequon.ci.wi.us; Justin Schoenemann
Subject: Re: Bill Gebhardt

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I just wanted to send a note endorsing Bill Gebhart for the role of Alderman. I have been a neighbor and a co-director for the Juniper Corporation with Bill for nearly 10 years and have found Bill to be very clear headed, an excellent negotiator, a bridge builder and a highly effective and personable leader. As a resident of Mequon and a person with up-front experience with Bill, he has my resounding support and I request every consideration be made to include him as a candidate.

Thank you. ❤

1 to 10
and then

Farzad Diba

See the story behind the game here

*A **conscious card game** for people who enjoy the journey of self-discovery.*

Attachment: Letters of Support Gebhardt 3 (7373 : District 8 Appointment)

Justin Schoenemann

From: Janet Gebhardt <janetgebhardt01@gmail.com>
Sent: Thursday, June 9, 2022 8:29 AM
Cc: Robert Strzelczyk; Jeffrey Hansher; Dale Mayr; Andrew Nerbun; Glenn Bushee; Kathleen Schneider; Mark Gierl; Bparrish@mequon.ci.wi.us; Cenea@mequon.ci.wi.us; Justin Schoenemann
Subject: Bill Gebhardt Alderman

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning,
I am writing on behalf of Bill Gebhardt who I am in support of for Alderman for District 8. Bill grew up in Mequon and we chose to raise our family down the street from where he grew up. Bill has successfully taken on a number of positions in addition to running his own businesses. He is an upstanding citizen who would represent the community with servant leadership.
I'm blessed to have him as my husband of 28 years.
I hope that each of you has the opportunity to work alongside him as he gives back to the community that gave so much to him and our family.
Best,
Janet

--

Janet Gebhardt
Consultant
414.659.4261
beautycounter.com/janetgebhardt

Our mission is to get safe products in the hands of everyone.

Attachment: Letters of Support Gebhardt 3 (7373 : District 8 Appointment)

Justin Schoenemann

From: Greg Lutz <glutz@me.com>
Sent: Thursday, June 9, 2022 9:53 AM
To: Robert Strzelczyk; Jeffrey Hansher; Dale Mayr; Andrew Nerbun; Glenn Bushee; Kathleen Schneider; Mark Gierl; Bparrish@mequon.ci.wi.us; Cenea@mequon.ci.wi.us; Justin Schoenemann
Subject: Endorsement of Bill Gebhardt for the Vacant Alderman Position
Attachments: District 8 Application.pdf; PastedGraphic-1.tiff

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

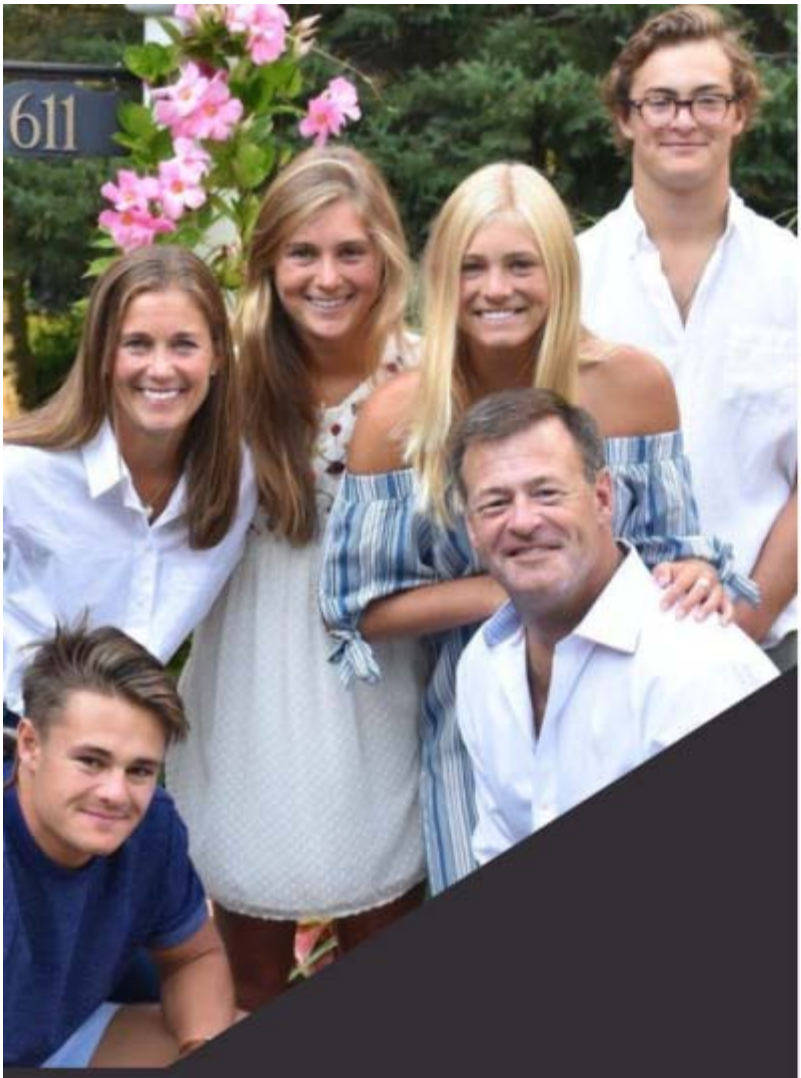
Dear Council Members,

It is with great pleasure that I am writing to you today to endorse Bill Gebhardt's submission for the vacant District 8 Alderman position. When I learned that Bill was interested in pursuing the position, I became excited for the future of Mequon. I have known Bill very well going back to when my wife and I moved to Mequon in 1996. I live in Hickory Hollow, and I remember when we bought our house and how Bill would talk about my property being part of the farm that he used to play on when he was a kid growing up here. Being a lifelong resident of Mequon is such a valuable attribute that Bill brings and his long term perspective will be of great benefit to Mequon. Bill is an incredible person with exceptional skills to both be able to work with others and make difficult decisions. I know that he has worked closely with the President of Hickory Hollow often and has been able to take everyone's needs into consideration and create the best outcome for all. He and his family have always been very active in the community and have inspired many, like my family, to get involved or donate to causes that are important to the well being of Mequon. Bill is a man of high moral integrity and would be an incredible addition. I am confident that Bill Gebhardt is the right person to fill the vacant Alderman position and work with the City Council to help guide Mequon to a bright future.

Thank you very much for you consideration.

Best,
Greg Lutz

Attachment: Letters of Support Gebhardt 3 (7373 : District 8 Appointment)



Bill Gebhardt

414-378-8545
bill.g@corporategroupinc.com
611 East Juniper Court
Mequon, Wisconsin 53092
@bill-gebhardt

Targeted Issues

- Public Safety
- Education
- Future Development

About Me

- Lifelong resident of Mequon
- Second-Generation District 8 F
- Four Children through MTSD
- Mequon Citizen Policy Academ
- Wisconsin Business Owner
- 30+ years of Executive Leaders

Education

Babson College | Boston, MA

BBA in Finance and Entrepreneurial S

Professional Experience

Monarch Capital Partners | Part

Family Owned Private Investment F

- Investment Committee Membe
- Creative Financing
- Executive Leadership
- Employs 1000+ workforce natio
- Diverse Mergers & Acquisitions

Corporate Group, Inc. | Presiden

Elevated Shared Services Organiz

- Directs Team of Professionals
- Budgetary Oversight
- Innovation & Data-Driven
- Strategic Planning
- Leadership Coaching

Gebhardt Family Foundation | M

Private Family Foundation

- Non-profit Management
- Funds Allocation

Attachment: Letters of Support Gebhardt 3 (7373 : District 8 Appointment)

Attachment: Letters of Support Gebhardt 3 (7373 : District 8 Appointment)

Nancy Urbani
10802 N Pebble Lane
Mequon, WI 53092
262-261-3066, nshramek@yahoo.com

May 31, 2022

Mequon Common Council
City of Mequon
11333 N Cedarburg Road
Mequon, WI 53092

Dear Mayor Nerbun and Mequon Common Council:

I would like to formally declare my intent to seek appointment to the office of Alderman for Mequon District 8. My interest in this position comes after living in Mequon for 12 years and beginning to find out how a city functions. I am interested in not only learning more, but helping make sure all of my neighbors are heard in the process of making decisions for our city.

In 2017, I began this journey when I advocated for the City to retain ownership of the property adjacent to the Town Center. From there, I joined the Park Board for one term, and acted as Vice Chair to run meetings when needed. I started to get to know how things worked, and was interested in continuing, but the pandemic started and I needed to focus on my family.

I like to understand new perspectives, and in a working environment am then able to 'translate' between departments. Communication is key to making sure a system designed by IT is functional for a clinician and able to be explained by a salesperson. At both Willamette Dental and DentaQuest, I was able to speak to each of those perspectives, and helped relay exactly what was needed and wanted across departments. I look forward to helping my neighbors do the same with the City of Mequon staff.

I am signed up to attend a Local Goverment 101 course in Madison on Friday, June 2, hosted by the League of Wisconsin Municipalities. I am ready to do the work to continue to enhance and maintain the unique quality of life of our community.

Thank you,

Nancy S. Urbani

Attachment: Urbani LOI and Resume (7373 : District 8 Appointment)

Nancy S. Urbani
10802 N Pebble Lane, Mequon, WI 53092; 262-261-3066; nshramek@yahoo.com

Education

1996 – 2000 University of Illinois Urbana-Champaign: Bachelor of Science in Chemistry

Volunteer Leadership Roles

2021 – Present Area Council Community Relations Chair
2020 – Present Girl Scout Leader Troop 1175
2019 – 2020 Donges Bay PTO Co-President
2018 – 2021 Cub Scout Pack 3865 Committee Chair
2018 – 2019 Donges Bay PTO Co-Vice President
2017 – 2020 City of Mequon Park Board Vice Chair
2017 – 2018 Schlitz Audubon Nature Preschool Ashes to Art Fundraiser Chair
2016 – 2018 Cub Scout Pack 3865 Den Leader
2015 – 2016 MOMS Club of Mequon Chapter Treasurer
2011 – 2012 MOMS Club of Mequon-East Chapter President
2003 – 2005 Girl Scout Troop Assistant Leader, Portland, OR
2000 – 2002 Girl Scout Troop Assistant Leader, Lancaster, PA

Work History (Abbr.)

2021 – Present **Schlitz Audubon Nature Preschool: Substitute Teacher**
- Work with children 3-5 years old to help them learn through in-person, play based experiences in a natural setting.

2021 – Present **MTSD Recreation Department: Outdoor Skills Trainer**
- Teach children and adults how to be safe and have fun when hiking or camping and foster outdoor stewardship.

2018 – Present **Splash Swim & Wellness: Swim Instructor**
- Teach children 0-5 years old how to swim.

2015 – 2016 **DentaQuest Institute: Senior Data Analyst**
- Performed ongoing analysis of benefits programs using SAS EG 7.1 and SQL Server Management Studio to identify drivers and trends in quality and cost performance measures for dentistry.
- Coordinated with the Institute's Quality Improvement team to develop outcome measures to be translated to the benefits side of the business.

2014 – 2015 **DentaQuest: Healthcare Data Analyst II**
- Used SAS EG, SSMS and Tableau to perform ongoing analysis across all dental products in both government and commercial markets.
- Worked with other internal departments as necessary to develop strategies and programs to ensure profitability and budgetary goals were met.
- Mentored and supported other department staff to assist in their development and ability to meet department needs.

2003 – 2011 **Willamette Dental: Clinical Research Analyst**
- Fine tuned skills in MS Office including Access and SQL to pull data, analyze, and use to create and expand programming for all providers.

Attachment: Urbani LOI and Resume (7373 : District 8 Appointment)

- Bridged communications between providers and technical experts to facilitate both effectiveness and efficiency.

Advocacy

2021	The Coalition to Support MTSD, Treasurer: Recall Committee opposing the recall of four school board members
2017	Speaker and Organizer: Opposed the sale of City land for the development of a restaurant at the former Logemann Community Center site

Other Community Volunteer Work

2022 – Present	(Emerging) Friends of the Weyenberg Library
2022 – Present	MTSD Recreation Department Theater Productions
2021 – Present	Lake Shore Membership Toolkit Database Administrator
2021 – Present	Lake Shore Staff Appreciation Committee
2020 – Present	North Shore United Soccer Club Team Manager
2019 – Present	Scripps Spelling Bee Coordinator, Donges Bay and Lake Shore
2017 – Present	Donges Bay Membership Toolkit Database Administrator
2016 – Present	Girl Scouts Troop Organizer for Donges Bay
2016 – Present	Girl Scouts Outdoor Skills Trainer
2015 – Present	Donges Bay ICC, Lunch Room, Classroom, Morning Drop-off, add'l misc.
1996 – 2000	Campus Girl Scouts, various volunteer work

Attachment: Urbani LOI and Resume (7373 : District 8 Appointment)

Kathleen Andrykowski

From: Becky Schaefer <becky.schaefer.wudy@gmail.com>
Sent: Thursday, May 19, 2022 3:25 PM
To: Mayor
Cc: Caroline Fochs
Subject: Regarding Nancy Urbani for District 8 Alderwoman

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, Mayor Nerbun -

I hope that you are well.

I am writing to you to share my support of and recommendation for Nancy Urbani as the appointee for Mequon's District 8 alderwoman.

I have been a Mequon resident since 2012, and have been a member of the Member Planning Commission since 2014. I have also been involved in various volunteer activities through the Mequon-Thiensville schools since 2014 It was through this involvement in our schools that I first met Nancy in 2016. Since then, I have gotten to know Nancy through our volunteer duties as well as on a personal level.

Through our shared work on our respective PTO boards as well as on the MTSD Area Council, I have learned that Nancy is diplomatic. She researches issues and has her own opinion, but importantly, she is always willing to change that opinion if better or more complete information becomes available. Nancy is able to see multiple sides of questions and issues; she is skilled at thinking and working through them to find compromise. She is also willing to stand up for what she thinks is right, even if she is not in the majority. Nancy works well with all types of personalities and is willing to work towards common ground, even when that is difficult to find.

Our Common Council represents the city of Mequon and makes decisions based on the best interests of the city and our fellow citizens. Nancy's experience and personality will translate well into representing the residents of District 8.

Nancy also takes the time to be involved in our community. I have often seen Nancy and her family at local events and local businesses, including our festivals, school functions, and other community meetings.

I am grateful that Nancy is willing to serve as an alderwoman for our city. I feel confident that she would take the responsibility seriously and would serve us well.

Thank you for your consideration,
Becky Schaefer Wudy

Attachment: Letter of Support Urbani (7373 : District 8 Appointment)

May 21, 2022

Dear Mayor Nerbun and Common Council,

"When you want something done, and you want it done well, ask Nancy." This was the advice I gave to a friend looking for help on a charity project. For as long as I have known Nancy Urbani (11+ years), she has been reliable, reasonable, and committed to excellence. I write to you to show my support and urge you to select Nancy to fill Mayor Nerbun's recently vacated District 8 Alderperson position.

When Nancy and I were both active volunteers with our Cub Scout Pack, she was always encouraging the Dens to take on service projects. I remember thinking, "Come on, Nancy—these kids are still working on their basic knots," (which, incidentally, Nancy is also very good at). But being dedicated to helping others is a bit of a theme with Nancy, so I gathered my Webelos around me and we made hats for NICU babies. I proudly showed Nancy and she proceeded to ask me what I had planned for my next service project. She has always encouraged others to think of the best for the community, a trait that would translate well to participation on Common Council.

As a citizen of District 8, I am confident that Nancy knows and cares about the things that are important to me and my neighbors. Different areas of our city have different needs. If selected as Alderperson, I am confident she will speak out for those of us living here and keep us at the forefront of her mind when discussing City matters.

I whole-heartedly recommend that the Council approve Nancy Urbani as Alderperson of District 8. She is a moderate individual that has Mequon's interests at heart. You can bet that any task or goal that she pursues for the citizens of her District and the City as a whole will not only be done, but will be done well.

/s/ JanaLee Hitchcock

JanaLee Hitchcock
Mequon resident
District 8

Attachment: Letter of Support Urbani 2 (7373 : District 8 Appointment)

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Community Development**

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **May 10, 2022**
SUBJECT: **ORDINANCE 2022-1621 An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m.**

Background

The applicant, Ascension Medical Group, is seeking a PUD amendment for the recently constructed Ascension Medical Office building at 12831 N. Port Washington Road. The rezoning was approved on October 13, 2020 (see attached Ord# 2020-1579) and included a hours of operation limitation of 8:00 AM to 6:00 PM. The current request would extend the hours of operation to 7:00 AM to 7:00 PM.

Analysis

The use of medical office is permitted in the NC zoning district and there are no hours of operation restrictions in the District. Other uses in the area including the Highland House, Ascension Hospital and the medical office building have hours of operation more extensive than the current request. Staff understands the current requirement was added at the time of Common Council approval as a means to mitigate impacts of the use on the surrounding area. It is believed that extending the hours as requested should not have a negative impact on the surrounding properties.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The Planning Commission recommended approval 7-0 at its April 25, 2022, meeting.

Attachments:
Exhibit A: Ord. 2020-1579 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1621

An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m.

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statues, the City of Mequon is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in Section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote adopted a recommendation to approve the PUD Amendment on the 25th day of April 2022.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 6th day of June 2022.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

Ordinance No. 2022-1579, which established the terms and conditions for a Planned Unit Development for the property located at 12831 N. Port Washington Road, is amended to change condition number 3 to read as follows:

The hours of operation are restricted to 7:00 AM to 7:00 PM daily.

SECTION II

The terms and provision of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its

publication.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

Caroline Fochs, City Clerk

Published: _____

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2020-1579

An Ordinance Amending Chapter 58 of the Mequon Municipal Code to: A) Rezone 3.9 Acres of the Property Located at 1310 W. Highland Road from R-2B (Single-Family 1.5 Acre) to NC (Neighborhood Commercial) with a PUD (Planned Unit Development) Overlay; and B) Amend the City's Land Use Plan Map from Single-Family 1-1.5 Acre to Neighborhood Commercial

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statues, the City of Mequon, is required to prepare, adopt, and amend as may be necessary a comprehensive plan, as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2).

B. Pursuant to this authority, the City of Mequon's comprehensive plan includes a Land Use Plan Map which illustrates the planned uses for all lands within the City.

C. The Planning Commission of the City of Mequon, by majority vote of the Commission on July 27, 2020 has recommended approval of a Land Use Plan Map amendment and rezoning to designate the property illustrated in Exhibit A as “Neighborhood Commercial.”

D. The City of Mequon Common Council held a public hearing on this proposed Land Use Plan Map amendment and rezoning at its October 13, 2020 meeting, in accordance with sections 66.1001(4)(d) and 62.23(7)(d) of the Wisconsin Statutes.

E. Following the recommendation and the public hearing, the Common Council finds that the proposed amendment promotes the health, safety, morals and general welfare of the City.

BASED UPON THE FOREGOING, THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION I

The City of Mequon Common Council, by enactment of this ordinance, formally approves and adopts the Land Use Plan Map amendment illustrated in Exhibit A, pursuant to section 66.001(4)(c) of the Wisconsin Statutes.

SECTION II

Following recommendation of the Planning Commission on July 27, 2020, and after due notice and hearing by the Common Council of the City of Mequon on October 13, 2020, the existing and official City of Mequon district zoning maps are hereby amended so as to change

Attachment: Exhibit A: Ord. 2020-1579 (ORDINANCE 2022-1621 : Ascension Medical PUD Amendment Hours of Op)

the zoning classification of certain properties, as described and illustrated in Exhibit A, to NC/PUD subject to the following conditions:

1. The use shall be limited to medical office only. Any future change of use will require an amendment to the PUD.
2. The proposed building shall be less than 30,000 square feet.
3. Hours of operation are restricted to 8:00 a.m. to 6:00 p.m.
4. The applicant shall consent to the rezoning the parcel at a later date if the City creates a specialized zoning district for commercial properties for the East Growth Corridor.
5. The City of Mequon shall have the right to install streetscaping and signage in the outlot at the corner of Highland and Port Washington Roads.
6. All other technical standards of the NC District shall be complied with.
7. Planning Commission approval of the Building and Site Plan shall be required.
8. Adequate landscaping and buffering, as determined by the Community Development Department, shall be required along the north and west property lines to adequately buffer the development from the adjacent parcel.
9. Applicant shall provide a wetland delineation report and add the wetland boundary to the face of the CSM, including applicable setbacks.

Based on site, building and operation advancements between the applicant and City staff since the Planning Commission recommendation, additional conditions of the rezoning are as follows:

10. The development must comply with all recommendations of the Traffic Impact Analysis.
11. Vehicular access shall be limited to a full access from Port Washington Road and a right in/right out from Highland Road.
12. Installation of a multi-use path for the entire length of right-of-way. The width of the path shall be as approved by the Planning Commission.
13. Installation of East Growth designated light fixtures within or along the public right-of-way.
14. Installation of landscaping and streetscaping within or along the public right-of-way as approved by Planning Commission.
15. An approved landscaping and open space plan for the outlot that includes City entryway features if desired by the City, paths interior to the outlot that connect to the multi-use path(s) and to the building entrance(s).
16. A dedication and development agreement that outlines ownership and maintenance of the outlot including the following:
    - Ownership and maintenance of the outlot, including landscaping, paths and any structural elements (excluding signage) shall be Ascension.
    - Ownership and maintenance and easements for access to such for any entryway signage shall be City of Mequon.
17. Installation and maintenance of a multi-use path that connects the Ascension site to the adjacent parcel to the northwest along the rear property line.
18. The Developer and City shall enter into a Developer's Agreement which shall address infrastructure, utilities and include a provision related to the future payment of park and open space impact fees which the City is contemplating for properties within the East

Attachment: Exhibit A: Ord. 2020-1579 (ORDINANCE 2022-1621 : Ascension Medical PUD Amendment Hours of Op)

Growth area for passive recreation opportunities for residents and employees of businesses within the area.

19. A PILOT agreement shall be negotiated into the development agreement.
20. No emergency room service.

SECTION III

The terms and provisions of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV

All ordinances and parts of ordinances in contravention to this ordinance are repealed.

SECTION V

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

_____

Approved by: John Wirth, Mayor

Date Approved: October 13, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 13, 2020.

_____

Caroline Fochs, City Clerk

Published: November 17, 2020

Attachment: Exhibit A: Ord. 2020-1579 (ORDINANCE 2022-1621 : Ascension Medical PUD Amendment Hours of Op)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

draft

COMMON COUNCIL
Regular Meeting
Tuesday, May 10, 2022 - 7:30 PM
Or Immediately Following the
Mequon Municipal Water Utility Commission
Christine Nuernberg Hall

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:38 PM.

2) Pledge of Allegiance

3) Roll Call

Present:
Mayor Andrew Nerbun
Alderman Glenn Bushee
Alderman Mark Gierl
Alderman Jeffrey Hansher
Alderman Dale Mayr
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman Robert Strzelczyk
Alderman Vacant Seat

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Assistant Community Development Director Zader, Engineering and Public Works Director Lundeen, Finance Director Engroff, Deputy Director of Public Works Weyker, Assistant City engineer, McCraw, Deputy Director of Utilities Driscoll, Inspection Supervisor Hadley, Public Works Mechanic Zeller, Joe Bukovich of Point Real Estate, Ben Walljasper, Fleet Consultant for Enterprise, press and interested public.

4) Public Hearing:

a) **ORDINANCE 2022-1620** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code to Rezone the 86-Acre Parcel Located on the West Side of Swan Road, North of County Line Road from R-1 (5-Acre) to R-3 (1-Acre) with a CGA (Central Growth Area) Overlay and Amend the City's Land Use Plan Map from Rural Residential to Residential 1-Acre, in Connection with an 83-Lot Single-Family Residential Development;

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

Recommended by Planning Commission March 21, 2022; First Reading at Common Council April 12, 2022.

1) Public hearing

Motion to open the public hearing for **ORDINANCE 2022-1620**.

RESULT:	**Approved by Voice Acclamation [7 to 1]**
MOVED BY:	Alderman Strzelczyk
SECONDED BY:	Alderman Schneider

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

The following residents spoke against **ORDINANCE 2022-1620**: Patrick Humpal, Kyle Oberdorf, and James J. Jossie. They petitioned to keep the rural character, eliminate the road connections and the four-way stop, reduce the number of lots and lights, add walking and bike paths and green spaces and erect fences around the retention ponds.

The following residents opposed **ORDINANCE 2022-1620** but did not wish to speak: Vicky Oberdorf, Tim and Lynn Buszkiewicz,

Bruce Barnes spoke in favor of **ORDINANCE 2022-1620**, however, he opposed the use of stop signs citing traffic levels do not warrant it.

Motion to close the public hearing for **ORDINANCE 2022-1620**.

RESULT:	**Approved by Voice Acclamation [7 to 1]**
MOVED BY:	Alderman Strzelczyk
SECONDED BY:	Alderman Bushee

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

Assistant Community Development Director Zader outlined the changes to **ORDINANCE 2022-1620** that were made since the Planning Commission meeting. The conditions placed upon approval were sidewalk locations, 110 feet lot width requirement which changed the configuration slightly, and open space increased after eliminating a lot. He addressed the residents' concerns about road connections. They are supported and appropriate for emergency services, school bus routes, and snow plowing. Lighting plans are discussed at the preliminary plat stage and a traffic analyses report was not felt to be warranted.

Public Works/City Engineer Lundeen stated that fences around retention ponds are not allowed because the City needs unrestricted access. They are constructed with safety shelves. A haul route is designated at the time of the preliminary plat so construction traffic would not be routed through Hunting Park streets. Debris, stone and mud will be addressed through the Erosion Control Permit and through the individual lot permits to address pollution concerns,

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

curb/gutter standards are addressed as part of the stormwater management plan at the time of preliminary plat.

Joe Bukovich of Point Real Estate stated the only streetlights could be at he entrance of Swan Road and the Central Growth Area Overlay preserves over 30% of the open space of the site and the wooded areas and natural wetlands. Interconnectivity between subdivisions and the Mequon Nature Preserve are included in the design.

2) Consideration of ordinance

Council discussion ensued on keeping the 5-acre lot size, connections to the Huntingon Park subdivision, the positioning of four lots near the two boulevard entrances and options to rectify the maneuverability issues, the definition/concept of a Conservation Subdivision, stop sign usage, effect of road connections on emergency services, density, community enhancement, green space connectors, public water, farm run off, and use of 1-acre land use in Central Growth Area.

Motion to amend **ORDINANCE 2022-1620** to move the setback of Lots 1, 13, 14 and 83 to approximately 75 feet from the front parcel line of the subdivision.

RESULT:	**Approved by Voice Acclamation [7 to 1]**
MOVED BY:	Alderman Mayr
SECONDED BY:	Alderman Strzelczyk

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

b) Motion to approve **ORDINANCE 2022-1620** as amended.

RESULT:	**Approved as Amended by Roll Call Vote [5 to 3]**
MOVED BY:	Alderman Hansher
SECONDED BY:	Alderman Parrish

AYES:	Bushee, Hansher, Gierl, Parrish, Schneider
NAYS:	Strzelczyk, Mayr
DEEMED NO:	Vacant Seat

5) Convene as the Sewer Utility District Commission

The Common Council convened as the Sewer Utility District Commission at 8:35 PM.

6) Reconvene as the Common Council

The Sewer Utility District Commission reconvened as the Common Council at 8:48 PM.

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

7) Personal Appearances and Public Comment:

The following residents spoke about Kwik Trip concerns and safety issues: Richard Nagel, Perry Robinson, Jeremy LaSage, Paul Coulter, Tim Hetrick, Deborah Hetrick, and Michael Radmer. The complaints are public safety concerns, garbage overflow, 24-hour access, increased traffic during the day and night, noise and lack of noise buffers, accident rate at corner, and light pollution after dark. They proposed closing the business between 11:00 pm and 5:00 am., building taller fences, and adding trees.

8) Public Officials' Reports:

a) Mayor: None.

b) City Administrator: City Administrator Jones announced that there are many opportunities available for interns in various city departments, seasonal full-time maintenance workers, and life guards and front desk staff for the pool. Also the Memorial Day Parade will be held Monday, May 30th starting at 10:00 AM. Observances will be at City Hall post parade.

9) Consent Agenda:

a) Common Council meeting minutes of April 12 and April 19, 2022.
b) Architectural Board meeting minutes of March 14, 2022.
c) Economic Development Board meeting minutes of March 15, 2022.
d) Festivals Committee meeting minutes of March 9, 2022.
e) Finance-Personnel Committee meeting minutes of March 8, 2022.
f) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of March 2, 2022.
g) Mequon Municipal Water Utility Commission meeting minutes of March 8, 2022.
h) Park and Open Space Board meeting minutes of March 16, 2022.
i) Planning Commission meeting minutes of March21, 2022.
j) Public Welfare Committee meeting minutes of March 8, 2022.
k) Public Works Committee meeting minutes of March 8, 2022.
l) Sewer Utility District Commission meeting minutes of March 8, 2022.
m) Zoning Enforcement and Site Compliance Report through May 1, 2022.

n) **RESOLUTION 3948** - A Resolution Approving Revisions to the Mequon Aldermanic Ward Listing, Aldermanic Ward Map and Polling Site Designations, Due to Assembly Redistricting.

o) Ordinance First Readings

NOTE: First reading of Ordinances will not be acted upon unless a suspension of the rules is approved by a recorded vote of two-thirds majority of all aldermen.

1) **ORDINANCE 2022-1621** - An Ordinance Amending a Planned Unit Development for the Property Located at 12831 N. Port Washington Road, in Connection with Expanding Hours of Operation to 7:00 a.m. - 7:00 p.m.

RESULT: **First Reading**

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

2) The rules were suspended to act on this ordinance after the Consent Agenda.

3) **ORDINANCE 2022-1623** - An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department.

RESULT: **First Reading**

Motion to approve the Consent Agenda, Items A-N.

RESULT: **Approved by Voice Acclamation [7 to 1]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

Motion to suspend the rules and take action on **ORDINANCE 2022-1622** - An Ordinance Revising the Wards in Mequon Aldermanic Districts 1 & 4, Due to Assembly Redistricting.

RESULT: **Approved by Voice Acclamation [7 to 1]**
MOVED BY: Alderman Schneider
SECONDED BY: Alderman Bushee

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

Motion to approve **ORDINANCE 2022-1622**.

RESULT: **Approved by Voice Acclamation [7 to 1]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Mayr

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO: Vacant Seat

10) Ordinance:

Motion to remove **ORDINANCE 2022-1618** from the table.

RESULT: **Approved by Voice Acclamation [7 to 1]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Gierl

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

a) **ORDINANCE 2022-1618** - An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools.

City Attorney Sajdak gave an overview of the ordinance and some changes made since March. The definition and condition required for the power safety cover were amended by 1) adding 485 lb. weight tolerance, 2) the switch to operate should be at least five feet off the surface to which it is attached, and 3) supervision of pool should be by someone at least 14 years of age.

Council discussion ensued on pool standards, compliance monitoring, and safety of fencing vs. power pool covers.

Resident Amber Schroeder spoke in favor of **ORDINANCE 2022-1618** citing that power safety covers, according to statistics, are the better, safer technology to protect drowning. Smaller lot sizes and setback requirements should not be a deterrent to passing this ordinance. Fencing is an old school level of protection. Residents should have the option to choose how they wish to protect their families and others.

Council discussion further continued on inspection procedures for fences, drowning statistics in Mequon, setbacks for pools, non-compliance reporting, and standards for water surface alarms and door alarms. The power pool cover is still an option for homeowners as a measure of added protection.

RESULT:	**Failed [2 to 6]**
MOVED BY:	Alderman Bushee
SECONDED BY:	Alderman Gierl

AYES:	Bushee, Gierl
NAYS:	Strzelczyk, Mayr,Hansher, Parrish, Schneider
DEEMED NO:	Vacant Seat

11) Resolutions:

a) **RESOLUTION 3949** - A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with Carlson Dettmann Consulting, Appleton, Wisconsin in an Amount Not-to-Exceed $27,750.

RESULT:	**Approved by Roll Call Vote [7 to 1]**
MOVED BY:	Alderman Strzelczyk
SECONDED BY:	Alderman Mayr

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

Motion to convene into Committee of the Whole at 10:08 PM.

RESULT:	**Approved by Voice Acclamation [7 to 1]**
MOVED BY:	Alderman Parrish
SECONDED BY:	Alderman Hansher

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

Motion to recommend **RESOLUTION 3950** - A Resolution Authorizing the City to Enter into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management of the Passenger Vehicle Segment of the City's Fleet, to the Common Council.

Committee of the Whole discussion ensued about how the Master Agreement would work, including possible interest rates at the time of vehicle purchase/lease, residuals, oversight of agreement, agreement termination option, and risk.

Ben Walljasper, Fleet Consultant of Enterprise, confirmed that the City will have the right to choose what the residual is. Enterprise always uses a standard depreciation percentage for their reduced book value so the City will always have a say on where they want the reduced book value before signing for any individual lease.

RESULT:	**Approved by Roll Call Vote [5 to 4]**
MOVED BY:	Alderman Parrish
SECONDED BY:	Alderman Schneider

AYES:	Bushee, Hansher, Parrish, Schneider, Nerbun
NAYS:	Strzelczyk, Mayr. Gierl
DEEMED NO:	Vacant Seat

Motion to recommend **RESOLUTION 3951** – A Resolution Authorizing an Application Submittal for Wisconsin Department of Transportation 2022 Surface Transportation Program – Urban (STP) Funding for Road Replacement Along Mequon Road, to the Common Council.

Director Lundeen stated that the application will require consideration of bicycle accommodations that will be vetted in the design process.

RESULT:	**Approved by Voice Acclamation [8 to 1]**
MOVED BY:	Alderman Mayr
SECONDED BY:	Alderman Strzelczyk

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
DEEMED NO:	Vacant Seat

Motion to recommend **RESOLUTION 3952** – A Resolution Awarding the 2022 County Line Road Box Culvert Replacement Contract to C.W. Purpero, Inc. of Oak Creek, Wisconsin, in an Amount Not-to-Exceed $300,000, to the Common Council.

RESULT:	**Approved by Voice Acclamation [8 to 1]**
MOVED BY:	Alderman Mayr
SECONDED BY:	Alderman Schneider

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
DEEMED NO:	Vacant Seat

The Committee of the Whole reconvened as the Common Council at 10:27 PM.

b) **RESOLUTION 3950** - A Resolution Authorizing the City to Enter Into a Master Equity Lease Agreement with Enterprise Fleet Management for Subsequent Leasing and Fleet Management of the Passenger Vehicle Segment of the City's Fleet.

RESULT:	**Approved by Roll Call Vote [5 to 4]**
MOVED BY:	Alderman Schneider
SECONDED BY:	Alderman Bushee

AYES:	Bushee, Hansher, Parrish, Schneider, Nerbun
NAYS:	Strzelczyk, Mayr, Gierl
DEEMED NO:	Vacant Seat

c) **RESOLUTION 3951** - A Resolution Authorizing an Application Submittal for Wisconsin Department of Transportation 2022 Surface Transportation Program - Urban (STP) Funding for Road Replacement Along Mequon Road, North Lake Shore Drive and Zedler Lane.

RESULT:	**Approved by Voice Acclamation [7 to 1]**
MOVED BY:	Alderman Bushee
SECONDED BY:	Alderman Schneider

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

d) **RESOLUTION 3952** - A Resolution Awarding the 2022 County Line Road Box Culvert Replacement Contract to C.W. Purpero, Inc., of Oak Creek, Wisconsin, in an Amount Not-to-Exceed $300,000.

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

RESULT:	**Approved by Roll Call Vote [7 to 1]**
MOVED BY:	Alderman Parrish
SECONDED BY:	Alderman Mayr

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

e) **RESOLUTION 3953** - A Resolution Authorizing a Boundary Amendment to the City of Mequon Sanitary Sewer Service Area.

RESULT:	**Approved by Voice Acclamation [6 to 2]**
MOVED BY:	Alderman Parrish
SECONDED BY:	Alderman Hansher

AYES:	Strzelczyk, Bushee, Hansher, Gierl, Parrish, Schneider
NAYS:	Mayr
DEEMED NO:	Seat

f) **RESOLUTION 3954** - A Resolution Approving Award of a Contract for Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Visu-Sewer, Inc., Pewaukee, Wisconsin in an Amount Not-to-Exceed $298,001.

RESULT:	**Approved by Roll Call Vote [7 to 1]**
MOVED BY:	Alderman Schneider
SECONDED BY:	Alderman Hansher

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

g) **RESOLUTION 3955** - A Resolution Approving Award of a Contract to Inspect the Rehabilitation of Ninety-Six (96) Sanitary Sewer Laterals in the Riverdale Park and Riverland Drive Lift Station Areas to Bloom Companies, LLC, Milwaukee, Wisconsin in an Amount Not-to-Exceed $63,294.

RESULT:	**Approved by Roll Call Vote [7 to 1]**
MOVED BY:	Alderman Bushee
SECONDED BY:	Alderman Strzelczyk

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

h) **RESOLUTION 3956** - A Resolution Authorizing a Change to the Sanitary Sewer Manhole Rehabilitation Contract Awarded to National Power Rodding of Chicago, Illinois on December 14, 2021, in the Amount of $587.

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

RESULT:	**Approved by Roll Call Vote [7 to 1]**
MOVED BY:	Alderman Bushee
SECONDED BY:	Alderman Schneider

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

12) Specified Unfinished Business From Prior Meetings: None.

13) Specified New Business:

Mayoral Appointments:

a) Park and Open Space Board, David Wolfson, Member, At-Large
b) Frank L. Weyenberg Library Board of Trustees, Graham Baxter, Trustee, At-Large
c) Board of Police and Fire Commissioners, Warner Jackson, Member, At-Large
d) Festivals Committee, Deanna Conaty, Member, At-Large
e) Southern Ozaukee Fire and EMS Board of Directors, Kathleen Schneider, Director, At-Large

Motion to approve all the Mayoral appointments.

RESULT:	**Approved by Voice Acclamation [7 to 1]**
MOVED BY:	Alderman Bushee
SECONDED BY:	Alderman Mayr

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

14) Adjourn

a) Motion to adjourn at 10:34 PM.

RESULT:	**Approved by Voice Acclamation [7 to 1]**
MOVED BY:	Alderman Gierl
SECONDED BY:	Alderman Bushee

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider
DEEMED NO:	Vacant Seat

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk

Attachment: 05-10-22_draft minutes (7343 : Common Council meeting minutes of May 10, 2022)

City of Mequon

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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, April 11, 2022
6:00 PM
Lower-Level Conference Room

Minutes

1. **Call to Order, Roll Call**

Present: Vice-Chairman Paul Apfelbach

Members at Large: Jenna Daniele, Jo Steinberg

Aldermanic District Members: Jim Youngquist, Bruce Stern, Michael Wade, Jason Dozark, Dawn Sederholm, Curtis Helm

Building Inspector: Mike Hadley

2. **Meeting Minutes**

Minutes from the March 14, 2022, meeting were approved by At-Large Member, Jenna Daniele and seconded by District Three Representative, Jason Dozark.
Minutes were approved unanimously.

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 7 6:00 pm	**Addition:** **Dormer & Deck**	Matthew & Elizabeth Daly 9724 N. Lamplighter Lane Subd: Range Line Valley	Cont: MKE Design Build Arch: DKE Design Build

Moved to Approve: _____
Seconded by: _____
Approved: _____
Vote: _____

Conditions: CANCELLED – APPROVED AT STAFF LEVEL

Attachment: Arch Brd minutes_04-11-22 (7341 : Architectural Board meeting minutes of April 11, 2022)

2)	Dist. 1 6:10 pm	**New Single-Family Residence**	Donald & Gloria Klimeck 12050 W. Bonniwell Road Subd: Majestic Meadows South	Cont: Alexander Homes Arch: Advanced House Plans

Moved to Approve: Stern
Seconded by: Dozark
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted.

3)	Dist. 1 6:15 pm	**Addition:** **Powder Room**	Jim & Susan Davis 3115 W. Pioneer Road Subd: N/A	Cont: Jack Brill Gen. Contr. Arch: Jack Brill

Moved to Approve: Dozark
Seconded by: Apfelbach
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted.

4)	Dist. 1 6:25 pm	**Pool Shed**	Steve & Wendy Radtke 10240 W. Farmdale Estates Court Subd: Farmdale Estates	Cont: Driftwood Custom Corp Arch: Kevin Soyk/Drexel

Moved to Approve: Stern
Seconded by: Dozark
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted with the condition that the stone beltline continues on all elevations and all materials on the pool shed are consistent with the materials used on the main house, i.e.. siding, colors, roofing material.

5)	Dist. 2 6:35 pm	**Addition:** **Sunroom**	David & Lori Kroening 5510 W. Sunnyside Drive Subd: Mequon Country Est.	Cont: Great Day Improve. Arch: James A. Clancy

Moved to Approve: Wade
Seconded by: Sederholm
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted with the condition that new aluminum trim for the sunroom is white to match existing house.

Attachment: Arch Brd minutes_04-11-22 (7341 : Architectural Board meeting minutes of April 11, 2022)

6)	Dist. 2 6:45 pm	**Outdoor Structure with Sauna & Recreational Room**	Boris Permitin 11808 N. Riverland Road Subd: N/A	Cont: Owner Arch: Owner

Moved to Approve: Apfelbach
Seconded by: Wade
Approved: Yes
Vote: Unanimously

Conditions: Plans approved with the following conditions:
1. Per homeowner, house will be resided (within one year-per Architectural Board) with vertical vinyl siding and the new outdoor structure should match the house and pool storage shed.

7)	Dist. 4 6:55 pm	**Addition:** **Second Floor Master Suite**	Antoinette Jackson 7227 W. Donges Bay Road Subd: N/A	Cont: Owner Arch: Sebastian Design

Moved to Approve: Sederholm
Seconded by: Dozark
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted.

8)	Dist. 4 7:05 pm	**Addition:** **3-Season Room**	Mitchel & Gina Reid 10511 N. Burning Bush Lane Subd: Bayberry Fields	Cont: J&J Contractors LLC Arch: J&J Contractors LLC

Moved to Approve: Sederholm
Seconded by: Daniele
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted.

9)	Dist. 4 7:15 pm	**Detached Garage**	Chris Paulsen 4927 W. Elmdale Road Subd: Little Farms	Cont: JD Griffiths., Inc. Arch: JD Griffiths., Inc.

Moved to Approve: Sederholm
Seconded by: Daniele
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted.

Attachment: Arch Brd minutes_04-11-22 (7341 : Architectural Board meeting minutes of April 11, 2022)

10)	Dist. 5 7:25 pm	**Detached Garage**	Greg & Nikki Paterson 13837 N. Lake Shore Drive Subd: Wildwood Acres	Cont: JD Griffiths Co., Inc. Arch: JD Griffiths Co., Inc.

Moved to Approve: Apfelbach
Seconded by: Daniele
Approved: Yes
Vote: Unanimously

Conditions: Plans approved with the following conditions:
1. Addition of single-hung window and shutters on all elevations to match house.
2. Roof pitch should be 6-12.

11)	Dist. 5 7:35 pm	**New Single-Family Residence**	Peter Lanigan Jr. Lot #2 on N. Lake Shore Drive Subd: N/A	Cont: Mikkelson Builders Arch: Fred Dahms, Jr.

Moved to Approve: Helm
Seconded by: Dozark
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted.

12)	Dist. 3 7:40 pm	**Re-submittal for:** **New Single-Family Residence**	Tolulope Olandini 8813 W. Mequon Road Subd: N/A	Cont: Victoria Hanneman Arch: Victoria Hanneman

Moved to Approve: Dozark
Seconded by: Daniele
Approved: Yes
Vote: Unanimously

Conditions: Plans approved as submitted with the condition that all windows have grids for consistency.

4. **Action:**

District Four Representative, Dawn Sederholm made a motion to adjourn the meeting.
Vice-Chairman, Paul Apfelbach seconded the motion.
A vote was taken; vote passed unanimously.

Meeting adjourned at 7:37 p.m.

Attachment: Arch Brd minutes_04-11-22 (7341 : Architectural Board meeting minutes of April 11, 2022)

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BOARD OF APPEALS
Thursday, April 7, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Chairman Massey called the meeting to order at 6:00 PM.

Present:
Chair Kathleen Massey
Vice Chair William Komisar
Board Member Ramona Larson
Board Member Joseph Russell
Board Member Robert Stern
Board Member Thomas Flanagan -- **Absent**

Also Present: City Clerk Caroline Fochs, Inspection Supervisor Mike Hadley, press and interested public.

Chairman Massey thanked Vice Chair Komisar for his service on the Board.

2) Approve meeting minutes of March 3, 2022

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Board Member Stern
SECONDED BY:	Board Member Larson

AYES:	Massey, Larson, Russell, Stern
ABSTAIN:	Komisar

3) Hear evidence concerning; debate, deliberate and decide the request of:

Appellant:	Chris D. Paulsen
Owner:	Chris D. Paulsen
Address:	4927 W. Elmdale Road
Appeal:	Opportunity will be afforded to all interested parties in being heard concerning the Petition requesting a variance from Section 58-239 and Table 58-249 of the City

Attachment: BOA minutes_04-07-22 (7416 : Board of Appeals meeting minutes of April 7, 2022)

of Mequon Code of Ordinances in order to construct a new unattached garage that exceeds the required side yard offset at 4927 W. Elmdale Road.

Hearing no objection, Chairman Massey opened the public hearing, stated the appeal and the process.

All parties appearing before the Board of Appeals were sworn.

Inspection Department Supervisor Hadley stated that the appellant is requesting a side yard offset variance to build a detached garage. The required side yard offset is 20 feet. The current offset is 1 foot 8 inches, and the appellant is proposing a 10 foot offset. It is staff's opinion that there are reasonable locations for a code compliant detached garage. He further noted that the neighbor to the east of the subject property appears to have a garage located closer than the required 20 feet. Shifting the garage further south and east would be possible, however, it would not be practical in his opinion. The appellant's driveway appears 3 feet from the property line and if the garage was repositioned it would have to curve east. The home was built in 1935 and pre-dates any offset rules. While it still would not be code compliant, the proposed garage is improving the side offset by 8 feet 4 inches.

Mr. Paulsen stated they've recently added a four-season room and hardscape patio with City staff's help. Currently, from most of the home's windows the garage is not seen. If they were to move the garage to the south or east it would encroach on the new patio wall, interfere with power/utility lines, be visible from the house and create difficult turning angles to enter/exit the garage. The current garage is dilapidated, outdated and needs to be replaced. A new aesthetically pleasing garage will add value and should be unseen from the street. The neighbors do not object to the proposed garage.

Motion to close the public portion of the hearing.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Stern
SECONDED BY: Board Member Larson

AYES:	Massey, Komisar, Larson, Russell, Stern

Board discussion ensued:

- Lot and home create hardship.
- Maneuverability of cars would be much more difficult if the garage were positioned according to code.
- The offset would be increased from 1 foot 8 inches to 10 feet.
- Current garage takes away from the value of the neighborhood.
- Following the letter of the ordinance is contrary to the spirit of the ordinance.

Motion to grant the variance in order to build the detached garage with a 10-foot side offset.

Attachment: BOA minutes_04-07-22 (7416 : Board of Appeals meeting minutes of April 7, 2022)

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Stern
SECONDED BY: Board Member Russell

AYES:	Massey, Komisar, Larson, Russell, Stern

4) Adjourn

Motion to adjourn at 6:27 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Stern
SECONDED BY: Board Member Larson

AYES:	Massey, Komisar, Larson, Russell, Stern

Respectfully Submitted,
Kathy Andrykowski
Deputy Clerk
Approved 06-02-22

Attachment: BOA minutes_04-07-22 (7416 : Board of Appeals meeting minutes of April 7, 2022)

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Police Department

Board of Police and Fire Commissioners
March 22, 2022
MINUTES

PRESENT: Commissioners Nuernberg, Michalski, Ridley
ALSO PRESENT: Police Chief Pryor, Fire Chief Bialk, Assistant City Administrator Schoenemann, and Administrative Coordinator Melina Bowen

1. **Call to Order, Roll Call**
   The meeting was called to order at 8:02 AM.

2. **Personal Appearances and Public Comment**
   None.

3. **Approve meeting minutes of February 1, 2022**
   Moved by Commissioner Ridley, seconded by Commissioner Michalski to approve the meeting minutes of February 1, 2022. Motion approved by voice acclamation.

4. **Chief's Reports**
   Chief Pryor (Police)
   - Interviews for Police Sergeant will be held on Monday, March 28, 2022. There are six applicants.
   - Two new officers will be sworn in on Monday, March 28, 2022.
   - The department is going to be undergoing three days of policy review for accreditation. It is a big accomplishment for the department. Staff has been working on the accreditation process for the past year. The department will need to recertify every three years.
   - April 1, 2022 the department will be back to fulltime dispatching, taking back third shift dispatch from the county.

   Chief Bialk (Fire)
   - Mequon and Thiensville Fire Departments are continuing with consolidation discussions.
   - Ozaukee County may be offering grant money to help hire more people.

5. **a) Review/Certify Eligibility List for Police Officer**
   Chief Pryor discussed the proposed recruit's information and qualifications with commissioners.

   Moved by Commissioner Ridley, seconded by Commissioner Michalski to approve/certify proposed Polic Officer recruit. Motion approved by roll call vote (3/0).

   Ayes: Michalski, Nuernberg, and Ridley

Attachment: Police Fire Comm Minutes_03-22-22 (7342 : Board of Police and Fire Commissioners meeting minutes of March 22, 2022)

5. **b) Review/Certify Eligibility List for Fulltime Firefighter/Paramedic**
   Chief Bialk discussed the six proposed recruits' information and qualifications with commissioners.

   Moved by Commissioner Ridley, seconded by Commissioner Michalski to approve/certify proposed Firefighter/Paramedic recruits. Motion approved by roll call vote (3/0).

   Ayes: Michalski, Nuernberg, and Ridley

6. **Adjourn**
   Moved by Commissioner Ridley, seconded by Commissioner Michalski to adjourn the meeting at 8:13AM.

Respectfully Submitted,
Melina Bowen

Attachment: Police Fire Comm Minutes_03-22-22 (7342 : Board of Police and Fire Commissioners meeting minutes of March 22, 2022)

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ECONOMIC DEVELOPMENT BOARD
Tuesday, April 26, 2022
8:00 AM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:
Board Member Timothy Carr
Alderman Brian Parrish
Board Member Daniel Gannon
Board Member Tracy Johnson
Board Member Michael Kramer
Board Member Jeff McLean
Board Member Andrew Petzold
Board Member Bruce Sipiora

2) Approval of Meeting Minutes from March 15, 2022

Action
Board member Kramer made a motion to approve the meeting minutes from March 15. 2022. Board member Johnson seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**Approved [Unanimous]**
MOVED BY:	**Board Member, Kramer**
SECONDED BY:	**Board Member Johnson**
AYES:	Carr, Parrish, Gannon, Johnson, Kramer, McLean, Sipiora
ABSENT:	Engel, Petzold

3) Recap of Milwaukee 7 & WEDC Presentation

Dir. Tollefson stated that the Board has expressed an interest in a 1-page promotional piece that will market the economic tools offered by the city to potential developers and business owners. She offered that there could be a supplemental piece that showcases specific areas of the city that have received new zoning districts, highlight priority sites, and could include

Attachment: Econ Development Brd minutes_04.26.22_FINAL_ (7397 : Economic Development Board meeting minutes of April 26, 2022)

some mapping. This would require more work to continue to have updated material available. Dir. Tollefson stated that they are funds to hire someone to create the marketing piece. She offered the Board the opportunity to modify the existing programs or add any new programs to align with regional program objectives. She reminded the Board that staff has been waiting to create the promotional piece until all the changes to the TIFs on Port Washington Road are finalized.

The Board discussed the various elements for the promotional item. The Board believes it is important to have marketing material available and to ensure M-7 and WDEC have the information readily available. Suggestions of items to include:

- Air quality status, if good
- New highway and infrastructure - transportation system
- Water supply availability
- Showcase positives the city has to offer

The Board suggested that staff ask M-7 for examples of marketing pieces by other communities. Also to talk to M-7 about what marketing pieces work best.

It was also suggested to have Kathleen Cady Shilling from the OED more involved. The city website is being updated and it is an opportunity to overhaul the EDB portion of the website.

The Board will continue to work on this item. Changes to the TIF will be approved at the June Common Council meeting, then work on the marketing piece will commence.

4) Port Washington Road Land Use Market Analysis

Dir. Tollefson stated that the topic of a hotel has been previously discussed and the Board gave direction to staff to work to obtain a STAR Report. The investigation yielded the awareness that the STAR Report is for an analysis of a specific brand of hotel or a specific site. She asked the Board if this is a direction they want to continue, if they want to do a market analysis of hotel uses or if they want a broader market analysis of a variety of desired land uses for the Port Washington Road area. She added that this will provide some guidance for land uses, zoning districts and where to place those uses geographically. The Board needs to decide what the focus should be for this area.

The Board discussed the viability of a hotel and possible locations. It was agreed that zoning will dictate which uses will be allowed in specific areas. It was suggested that staff and Board members meet with some targeted property owners to be proactive in assigning zoning. It was concluded that the Board does not want to engage with a STAR Report at this time. It was suggested that staff bring recommendations forward and not hire a consultant at this time. The focus is to work on the targeted properties and to work with the owners.

5) Update on Port Washington Road Streetscape Contract

Dir. Tollefson stated the proposals were vetted internally, the applicants were interviewed, and the contract was awarded at the April Common Council meeting. The proposal that was awarded to Harwood was included in the Board packet. The Ad Hoc Design Committee will

Attachment: Econ Development Brd minutes_04.26.22_FINAL_ (7397 : Economic Development Board meeting minutes of April 26, 2022)

work closely with staff and the applicant. EDB will also be kept informed about the progress made and will be included in some decisions that will need to be made. The contract includes proposed designs that have three tiers to it: low end, medium and high end. The goal is for implementation in Fall of 2023.

6) Outreach Event Planning: Fall 2022

Chairman Carr stated that the Board needs to identify who they want to do outreach with. There were some suggestions to work with some of the business owners or developers for an open house regarding development in the city. The discussion needs to continue to narrow down the specifics of the event.

Board Member Tracy Johnson and new member Igne Plautz volunteered to co-chair a subcommittee for the outreach event.

Staff distributed and discussed two upcoming outreach event opportunities.

7) Staff Updates

Dir. Tollefson updated the Board on the following projects:

- Proposed Single-family Subdivisions.
- Day Care Center on Donges Bay Road - they are making improvements although it is going slowly. They are planning to move forward and to open the business. The applicant has 1-year from the Planning Commission approval to open.
- Planner 1 position is still vacant. Interview process is underway.
- Arby's is going in at the ICAP location on Port Washington Road.
- Jilly's Car Wash is on the May Planning Commission agenda also located as part of the ICAP multi-tenant property, just south of Landmark Credit Union.

8) Announcements

The next meeting is Tuesday, May 24, 2022, at 8:00 a.m.

9) Adjourn

Action
Board member Gannon made a motion to adjourn the meeting.
Board member McLean seconded the motion.
A voice vote was taken; vote passed (7-0)

The meeting concluded at 9:30 a.m.

Respectfully Submitted,

Kim Tollefson
Director of Community Development

Attachment: Econ Development Brd minutes_04.26.22_FINAL_ (7397 : Economic Development Board meeting minutes of April 26, 2022)

11333 N. Cedarburg Road
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www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, April 20, 2022
6:15 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Vanessa Nerbun
Committee Member Tracy Johnson
Committee Member Christine McLean
Committee Member Miranda White
Committee Member Jenne Hohn -- **Absent**
Committee Member Lisa Liljegren -- **Absent**
Committee Member Moshe Luchins -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes
   a. March Meeting Minutes

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Committee Member McLean
SECONDED BY:	Committee Member White

AYES:	Nerbun, Johnson, McLean, White
ABSENT:	Hohn, Liljegren, Luchins

3) Vendor, Music, and Sponsor Updates

Froedert & the Medical College have signed on as sponsors. Richmond Investments will also be a sponsor again. Kohler Credit Union inquired about being a sponsor.

The Committee discussed having a dog area and encouraging pet businesses to participate. They also discussed Central Standard Distillery participating, Executive Assistant Enea will ask the City Clerk if that is allowable. Committee Member Johnson will reach out to Good City Brewing.

   a. FallBack

Attachment: Festival Mtg Minutes 04-20-22 (7392 : Festivals Committee meeting minutes of April 20, 2022)

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member White
SECONDED BY: Committee Member McLean

AYES: Nerbun, Johnson, McLean, White
ABSENT: Hohn, Liljegren, Luchins

b. WhiskeyBelles

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member White
SECONDED BY: Committee Member McLean

AYES: Nerbun, Johnson, McLean, White
ABSENT: Hohn, Liljegren, Luchins

c. Orange Whip

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member White
SECONDED BY: Committee Member McLean

AYES: Nerbun, Johnson, McLean, White
ABSENT: Hohn, Liljegren, Luchins

4) Shuttle and Parking

Executive Assistant Enea had contacted Homestead High School and received approval to use their lot for festival guests to park. Also, Johnson Bus Company agreed to provide a bus again for $160.

5) Tent and Stage Contract

1. Area Rental Contract

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member White
SECONDED BY: Committee Member McLean

AYES: Nerbun, Johnson, McLean, White
ABSENT: Hohn, Liljegren, Luchins

6) Sound and Lighting Contract

1. Kim Guibord DBA Event Services

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Johnson
SECONDED BY: Committee Member White

Attachment: Festival Mtg Minutes 04-20-22 (7392 : Festivals Committee meeting minutes of April 20, 2022)

AYES:	Nerbun, Johnson, McLean, White
ABSENT:	Hohn, Liljegren, Luchins

7) Children's Area

Little Sprouts Play Cafe was contacted and were interested in doing a booth, maybe rainbow noodle necklaces. Also, Board & Brush was contacted about possibly doing a board paint area.

8) Discussion Items

It was decided that non-selling vendors will need to pay the extra $200 for a children's area entertainer. A list of entertainers will be available for them to choose from. Committee Member White provided other festival applications for comparison. Some said to allow extra time for jury acceptance, as the volunteer committee does not meet regularly. Others said they would not be contacted, when your check is cashed that meant you were accepted.

9) Next Meeting Date and Time
   A. May 18 at 6:30 P.M.

10) Adjourn

Committee Member McLean moved to adjourn at 7:13 P.M. and Committee Chair Nerbun seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: Festival Mtg Minutes 04-20-22 (7392 : Festivals Committee meeting minutes of April 20, 2022)

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www.ci.mequon.wi.us Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, April 12, 2022
5:45 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Alderman Jeffrey Hansher
Alderman Glenn Bushee
Alderman Robert Strzelczyk
Mayor John Wirth

Also present: William Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Brian Sajdak, City Attorney, Caroline Fochs, City Clerk, Patrick Pryor, Police Chief, Kristen Lundeen, Public Works Director/City Engineer, Mike Gies, Parks & Forestry Superintendent, Kimberly Tollefson, Community Development Director and Jac Zader, Assistant Community Development Director.

2) Approve Meeting Minutes

a. March 8, 2022 Finance-Personnel Meeting Minutes
RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

3) License applications
a. April Licenses
RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Hansher

Attachment: Finance and Personnel_04-12-22 (7340 : Finance-Personnel Committee meeting minutes of April 12, 2022)

AYES:	Hansher, Bushee, Strzelczyk

b. Operator License Appeal

The applicant who filed the appeal was not present at the meeting nor was there anyone to speak on his behalf.

Police Chief Pryor stated the applicant was initially denied due to the number of operating while intoxicated instances. There was one offense in 1999, two offenses in 2008 and one in 2012, which subsequently made it a felony charge. The BAC in 2012 was 0.22.

RESULT: **Denied [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee, Strzelczyk

4) Vouchers Paid

a. March 2022 Vouchers Paid List

Alderman Bushee noted a big thank you to all the Election workers who helped out at the April 5th election.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee, Strzelczyk

5) Resolutions

a. **RESOLUTION 3937** A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2020

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee, Strzelczyk

b. **RESOLUTION 3938** A Resolution Approving a Side Letter Agreement Between the City of Mequon and the Mequon Fire & EMS Association, Establishing an Initial Grant of Medical Leave Time for Full-Time Paramedic/Firefighters Upon Hire

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Hansher

Attachment: Finance and Personnel_04-12-22 (7340 : Finance-Personnel Committee meeting minutes of April 12, 2022)

AYES:	Hansher, Bushee, Strzelczyk

c. **RESOLUTION 3939** A Resolution Authorizing Execution of a Three-Year Contract for Enterprise Back-Up System Services with the Office Technology Group, Milwaukee, Wisconsin, in the Amount of $52,200

Alderman Strzelczyk asked Alderman Bushee and Mr. Schoenemann if the price was sufficient for what the City would receive. Alderman Bushee said yes and so did Mr. Schoenemann. Also, Mr. Schoenemann noted this is an all-encompassing solution in terms of backup and recovery.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee, Strzelczyk

d. **RESOLUTION 3940** A Resolution Authorizing the Execution of a Software as a Service (SaaS) Contract with Tyler Technologies, Inc. of Yarmouth, Maine, in Connection with a Cloud-Based Transition of the City's Enterprise Resource Planning System (MUNIS)

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee, Strzelczyk

e. **RESOLUTION 3941** A Resolution Approving a Contract for Streetscape Design on Port Washington Road Between Mequon and County Line Roads with Harwood Engineering Consultants, Milwaukee, Wisconsin, in the Amount of $24,000

Assistant Community Development Director Jac Zader explained that the City issued a Request for Proposals for streetscape design. Staff received two applicants and interviewed them both and ultimately chose Harwood Engineering Consultants.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Bushee

AYES:	Hansher, Bushee, Strzelczyk

f. **RESOLUTION 3942** A Resolution Ratifying the Recording of $79,902 in Expenses to the TID No. 5 Special Fund, for Demolition of the Port Zedler Motel at 10036 N. Port Washington Road

Mayor Wirth stated this exercise approves recording the $79,902 in expenses for the demolition of Port Zedler Motel to TID Number 5.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Hansher

Attachment: Finance and Personnel_04-12-22 (7340 : Finance-Personnel Committee meeting minutes of April 12, 2022)

SECONDED BY: Alderman Strzelczyk

AYES:	Hansher, Bushee, Strzelczyk

g. **RESOLUTION 3944** A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2022

There were a couple of additions to the fee schedule including blue sign fees and renting out the City pool for private parties, gatherings, etc. outside of public pool hours.

The rest of the fees included in the packet were to have an all-encompassing list of all the fees the City charges for. (Ex: sewer and water rates, etc.)

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Hansher

AYES:	Hansher, Bushee, Strzelczyk

6) Information Items

a. Finance & Personnel Work Plan

7) Adjourn

A motion to adjourn was made by Alderman Bushee at 5:58 PM, seconded by Alderman Strzelczyk. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

Attachment: Finance and Personnel_04-12-22 (7340 : Finance-Personnel Committee meeting minutes of April 12, 2022)

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www.ci.mequon.wi.us Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, April 14, 2022
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

   Present:
   Commissioner Ron Heinritz
   Commissioner John Liegeois
   Commissioner Rob Holyoke
   Chair T. Azinger
   Commissioner Jim Doornek

   Absent:
   Commissioner Kenneth Maciolek
   Commissioner Kristin Wade

   Also present were City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, Administrative Assistant Deuster, Administrative Assistant Leach.

2. Approval of Meeting Minutes
   a. March 2, 2022 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Holyoke
SECONDED BY:	Commissioner Heinritz

AYES:	Heinritz, Holyoke, Azinger, Doornek
NOT PRESENT:	Liegeois

3. Resident Communications

Residents present were Jack Lanahan and Nancy Urbani. They both stated they were there to learn about the commission.

4. Discussion/Action Items

Attachment: 04-14-2022 Mins_Joint M-T Bike and Pedestrian Way Commission (7358 : Joint Mequon-Thiensville Bike and Pedestrian Way

a. Motion to suspend the rules and move the Master Plan and 2010-2030 Recommendations to after the Work Plan

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Heinritz
SECONDED BY: Holyoke

AYES: Heinritz, Holyoke, Azinger, Doornek
NOT PRESENT: Liegeois

b. Rails to Trails Event

Chair Azinger informed the commission of the April 23rd Rails to Trails event. Members Heinritz and Doornek stated they would be in attendance to run the commission's table.

c. Arbor Day 2022

Chair Azinger stated Arbor day is on May 1st and looked for volunteers to attend. Member Liegeois stated he would attend.

d. OIT Staggered Crossing/Mequon Road Corridor Quarterly Update

Director of Public Works/City Engineer Lundeen stated she provided a quarterly update in the packet and offered to address any questions. Member Heinritz inquired if the requests that were submitted were agreed to. Lundeen stated that the crossing itself was never in question, it was the other elements that were. The highlighted items are the list that WISDOT approved so that the group can move forward with design and construction.

Heinritz asked if there would be flashing lights. Lundeen indicated the flashing lights would only be in advance of the crossing; the ones at the crossing were denied. Heinritz inquired if lights would flash constantly. Lundeen advised they will not be constant. A decision will need to be made on how they will operate. They could be manually activated by pushing a button or they could be automatic.

Member Doornek asked if there was a published diagram or schematic of the finalized Danish Crossing. Lundeen advised that there is an approved schematic in April of 2020, but at this point we do not have an updated schematic of the combination of all of the things such as the roadway narrowing, the shortened turned lanes, etc. Doornek also asked if the Weston traffic signals were approved. Lundeen advised they were.

e. 2022 Work Plan

Chair Azinger summarized the 2022 Work Plan. Director of Public Works/City Engineer Lundeen noted an error in August stating the "Master Plan Scope of Services: Task" should be removed and that if the 2010-2030 review is escalated, the "Master Plan Scope of Services: Final Scope Review and Approval" should be able to be moved up from September to August. Lundeen also noted that as a part of the Road Program discussion, Lake Shore Drive was identified as one to be reconstructed. The timeline is unknown right now but will be added to a future agenda when it is appropriate to have that discussion.

f. Master Plan Scope of Services: Task 3 and Task 4

Assistant City Engineer McCraw presented a summary on Tasks 3 and 4.

Attachment: 04-14-2022 Mins_Joint M-T Bike and Pedestrian Way Commission (7358 : Joint Mequon-Thiensville Bike and Pedestrian Way

Director of Public Works/City Engineer Lundeen advised that previous surveys are available for review on the City's website. Member Liegeois mentioned the most important task is for him is vision. How bike/pedestrian friendly to we want to be? Lundeen advised that public input is vital to obtaining the vision of the community. Chair Azinger asked if vision should be added to Task 2. Lundeen said that there will be overlap and the group should recognize that Task 2 should not be done without Task 3 and vice versa.

Chair Azinger stressed the importance of getting kids to school on bikes or walking, and also people traveling to work on bikes. Lundeen advised that identifying those groups could be incorporated into the survey.

Member Doornek mentioned that he would like to see Mequon and Thiensville bike routes incorporated into one map that could be available in handouts and at kiosks. Lundeen advised the map is Mequon's and Thiensville would need to provide their map. McCraw advised the map is a working document that could be updated and changed as needed.

g. Review 2010-2030 Recommendations: Goals and Objectives of the Commission

Assistant City Engineer McCraw reviewed the goals and objectives.

Member Heinritz believes it would be helpful to get a larger map to see the routes. McCraw advised that as part of the RFP, once all the routing has been identified it would be included on the map. As part of the plan, the map would be incorporated in GIS so it could continually be updated as new developments are added. Director of Public Works/City Engineer Lundeen advised that we don't have GIS mapping for Thiensville. Andy Lafond could provide the map from Thiensville.

McCraw inquired if under Goal 6 - MToutdoors.org still exists? Lundeen advised attempts to visit the site produces a fatal error. A public comment from Nancy Urbani, advised the group of another website; sites.google.com/site/mtbpwc/ . A brief review of the site revealed it was last updated in 2010. Owner of the site is unknown. McCraw to add task for consultant to clean up website presence.

5. Other Business

Member Holyoke would like to add to future agenda, signage discussion for OIT/RR crossing such as a "Watch for Trains" stencil. Director of Public Works/City Engineer Lundeen suggested that the group may want to include signage plans in the RFP.

6. Adjourn
   a. Motion to Adjourn at 10:51 a.m.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Heinritz
SECONDED BY: Commissioner Doornek

AYES: Heinritz, Liegeois, Holyoke, Doornek
NOT PRESENT: Azinger

Attachment: 04-14-2022 Mins_Joint M-T Bike and Pedestrian Way Commission (7358 : Joint Mequon-Thiensville Bike and Pedestrian Way

Respectfully Submitted,

Casey Deuster

Attachment: 04-14-2022 Mins_Joint M-T Bike and Pedestrian Way Commission (7358 : Joint Mequon-Thiensville Bike and Pedestrian Way

MEQUON WATER UTILITY

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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Regular Meeting
Tuesday, April 12, 2022
7:15 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:
Commissioner Andrew Nerbun
Commissioner Glenn Bushee
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Robert Strzelczyk
Vacant Seat -- **Excused**

Also present were City Attorney Sajdak, City Administrator Jones, Director of Public Works/City Engineer Lundeen, Water Utility/City Water LLC Director of Operations Voigt, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. March 8, 2022 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Strzelczyk
SECONDED BY:	Commissioner Hansher

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

3) Discussion Items

Attachment: 04-12-22 Mins_Water Utility District Commission (7360 : Mequon Municipal Water Utility Commission meeting minutes of April 12,

a. Authorization of a Contract with Baxter Woodman Consulting Engineers to represent the Mequon Municipal Water Utility and other Wholesale Water Users in analyzing and reviewing the 2022 Milwaukee Water Works rate case application with the Public Service Commission of Wisconsin at a Total Not to Exceed $2,500

Commissioner Wirth stated the Milwaukee Water Works is looking at having costs increase and working with staff at how to not burden the residents.

b. Approval of the Mequon Water Utility Water Connection Policy

c. Motion to Approve the Mequon Water Utility Water Connection Policy.

Director of Public Works/City Engineer Lundeen stated this was before the commission last month and referred to a Policy Subcommittee. The Policy Subcommittee reviewed the document and recommended approval with incorporation of the changes that were summarized in a memo provided the night of the previous meeting on March 8th, as well as changes to otherwise acknowledge with the addition of the Ulao Creek Neighborhood there is not a requirement for existing structures to connect, consistent with the establishment of the Water Utility.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Nerbun

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

4) Adjourn

a. Motion to Adjourn at 7:57 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Nerbun

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 04-12-22 Mins_Water Utility District Commission (7360 : Mequon Municipal Water Utility Commission meeting minutes of April 12,

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www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, April 25, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:
Chair Mayor Andrew Nerbun
Alderman Robert Strzelczyk
Commissioner Martin Choren
Commissioner Stephanie Hawley
Commissioner Rick Lemke
Commissioner Rebecca Schaefer
Commissioner John Stoker
Commissioner Dan Gentges - **Absent**
Commissioner James Schaefer - **Absent**
Alternate Greg Bach - **Excused**
Alternate Joe Goldberger – **Excused**

Mayor Nerbun called the meeting to order at 6:00 p.m.

2) Approval of Meeting Minutes from March 21, 2022

Action
Ald. Strzelczyk made a motion to approve the meeting minutes from March 21, 2022. Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED [7 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Choren, Hawley, Lemke, R. Schaefer, Stoker
ABSENT:	Gentges, J. Schaefer

Attachment: Planning Comm minutes_04.25.22_FINAL (7396 : Planning Commission meeting minutes of April 25, 2022)

3) Consent/Public Hearing

a) Milwaukee Flower Company. The applicant is seeking conditional use grant approval to allow for a florist for the property located at 6100 W. Executive Drive, Suite A.

b) La Terre. The applicant is seeking conditional use grant approval to allow for a florist for the property located at 10650 N. Baehr Road, Suite C

Action
Commissioner Stoker made a motion to open a public hearing.
Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed (7-0)

No public comment.

Action
Commissioner Stoker made a motion to close the public hearing.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (7-0)

Action
Commissioner Stoker made a motion to open a second public hearing.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (7-0)

No public comment.

Action
Commissioner Stoker made a motion to close the public hearing.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

Action
Commissioner Stoker made a motion to approve both consent items.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Stoker, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Nerbun, Strzelczyk, Choren, Hawley, Lemke, R. Schaefer, Stoker
ABSENT:	Gentges, J. Schaefer

Attachment: Planning Comm minutes_04.25.22_FINAL (7396 : Planning Commission meeting minutes of April 25, 2022)

4) Public Hearing

a) Trees for Less. The applicant is seeking conditional use grant approval to allow for a landscape contractor business for the property located at 11550 N. Wausaukee Road.

Action
Commissioner Stoker made a motion to open a public hearing.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

No public comment.

Action
Commissioner Stoker made a motion to close the public hearing.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

Asst. Dir. Zader stated that this request is for a conditional use grant (CUG) for a landscape contractor business. This was previously approved in 2016 and at the time there was a lengthy debate and several site compliant issues. Most of the issues have been addressed and cleaned up. The current request is required because the applicant did not go forward, and the previous approval had lapsed.

Asst. Dir. Zader showed a diagram of the site and discussed the issue of the placement of the mulch and the requirement to meet the 30-foot setback. One of the conditions is a more formalized storage area for the mulch. Staff is recommending that a condition of the CUG be that the mulch may only be sold to customers with deliveries to their homes, no allowance for retail, no allowance for pick up from customers and no allowance for the applicant to sell to other wholesalers or other landscape contractors.

Staff recommends approval of the CUG for the landscape contractor business including the storage plan as part of the condition of approval as well as the hours between 8:00 a.m.– 4:30 p.m. for all functions of the business. He reminded the Commission that there is a permitted nursery business on the site which is separate from the requested approval. Grinding of mulch is not permitted on site.

The applicant, Sam O'Malley, stated that he recently purchased the nursery from his father at the end of 2021. He hopes to build a house on the land as it has been part of his family since the 1940s. He explained that he has spoken to many of the neighbors, and he has most of their support for growing the business.

When questioned by the Commission, he explained that a large berm has been constructed as a noise deafening measure.

Public Feedback

Peg O'Malley - 11710 W. Mequon stated that in the past there was a misunderstanding about the

Attachment: Planning Comm minutes_04.25.22_FINAL (7396 : Planning Commission meeting minutes of April 25, 2022)

operations of the mulch business. She appreciates that the berm has been built and she stated that there is no noise. She believes that is a wonderful community business and she is supportive of the requested approval. She believes that they should be able to sell Christmas trees as it would be a benefit to the community.

Staff explained that the Christmas tree business is typically approved as a temporary use. Ald. Strzelczyk stated he would like to include this as a permitted use as part of the approval.

Bill Grueber – 11702 W. Mequon Road stated they are neighbors, and they are completely supportive of the operations proposed at Trees for Less.

George Mladenov – 11500 N. Wasaukee Road stated they are the closest neighbor, and they have no issues with noise issues, and they are supportive of the requested approval.

Action
Commissioner Stoker made a motion to approve the CUG per staff recommended conditions and with the amendment that Christmas tree sales be allowed
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED WITH CONDITIONS [UNANIMOUS]**
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Choren, Hawley, Lemke, R. Schaefer, Stoker
ABSENT:	Gentges, J. Schaefer

5) Regular Business

a) Ascension Medical Office. The applicant is seeking PUD Amendment approval to allow for amended hours of operation for the medical office for an existing PUD for the property located at 12831 N. Port Washington Road.

Asst. Dir. Zader stated that the original approval for the medical office required a PUD. The Common Council added an additional requirement to limit the hours of operation. The applicant is requesting the hours of operation be extended to 7:00 a.m. to 7:00 p.m., versus the currently approved 8:00 a.m. to 6:00 p.m. Staff does not have any objections to the requested hours of operation. He explained that most of the medical facilities are permitted uses with no time frames noted. This site is surrounded by other businesses with longer hours of operation (Highland House, St. Mary's Hospital). The request requires a rezoning PUD amendment approval from Planning Commission as well as the Common Council.

There was a short discussion about potential impact of the surrounding neighbors, specifically the back portion of the parcel which is zoned residential. Staff stated that they do not believe there will be any negative impact from the requested changes.

The applicant stated that they are committed to being good neighbors as well as being receptive

Attachment: Planning Comm minutes_04.25.22_FINAL (7396 : Planning Commission meeting minutes of April 25, 2022)

to their patient needs. The requested operating hours will be the same as the clinic across the street.

Action
Commissioner Lemke made a motion to approve the PUD amendment.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Rick Lemke, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Choren, Hawley, Lemke, R. Schaefer, Stoker
ABSENT:	Gentges, J. Schaefer

b) Lemel Homes for Gregory Devorkin. The applicant is seeking specimen tree approval to allow for the removal of 5 specimen trees for the property located at 13106 N. West Shoreland Drive.

Asst. Dir. Zader stated that the City Forester, Mike Gies, has been working with the applicant for quite some time to preserve as many specimen tress as possible on this site and the proposed house will not have a basement so there is no over dig.

Public Feedback

Dan Abendroth – 12960 NW Shoreland Drive stated that he does not oppose a structure being built on the site but believes that it can be built without sacrificing the specimen trees. He suggested that the footprint be reduced, or the structure be moved to the southwest corner so that no specimen tress would be affected. He encouraged the Commission to apply the Tree Preservation Policy as it is intended.

William Dredge – 13136 NW Shoreland Drive stated that plat map and the legend supplied are missing trees that he would like to see noted. He is concerned that the proposed house does not qualify to be on city water or city sewer. He believes a well and holding tank will possibly affect the tree roots.

Asst. Dir. Zader answered a question from the Commission that the size of the lot is .58 acres, and it is zoned 2-acre, which make the property non-conforming. The closest lot coverage to the size of the lot of an equitable zoning district would be the R-4 zoning district, which allows up to 20% lot coverage. The proposed plan shows about 12.9%, and 1,800 sq. ft. is the zoning code minimum.

The setback to the south is unique because the property to the south did a restriction amongst themselves that implemented a smaller setback for the south parcel and a larger setback for the proposed parcel (35 ft.).

City Forester, Mike Gies, stated the tree inventory noted 32 specimen trees. The original request

Attachment: Planning Comm minutes_04.25.22_FINAL (7396 : Planning Commission meeting minutes of April 25, 2022)

from the builder was to remove 18 trees and they have agreed on 5 for requested removal. Staff has worked with the applicant to modify the house plan, including eliminating the basement, and the house placement to mitigate the impact on the specimen trees on site. He explained the effort is to preserve the two white oak legacy trees (both 36") on the south side of the house.

Although he has some concerns, he believes that with the correct modifications, and no basement dig, those trees should be able to be preserved. Additionally, tree protection for these trees is a required condition of approval. He stated that staff will keep an eye on this project to ensure the fencing is maintained during construction.

The Commission discussed the possibility of shifting the house building pad. It was explained that moving the house to the west would affect another area of trees. It could be moved slightly to the east. The sewer issue was also addressed and the impact from connecting to city sewer service versus a holding tank. The applicant stated that there is room on the site for the holding tank.

City Forester Gies stated he is supportive of the requested specimen tree removal based on the amount of time put in working with the applicant to save as many of the trees as possible. He believes the proposed plan is the best plan that this site will allow.

The applicant suggested moving the garage 10 feet closer to the road and it would provide another 10-foot buffer from one of the 36" trees. A modification to the front setback waiver would be required.

Action
Ald. Strzelczyk made a motion to table the item in order to review the revised plan before approval.

There was not a second motion made. Motion failed.

Action
Commissioner Stoker made a motion to approve with the amendment that the southern single portion of the garage will be moved 10-feet forward to the west. The intent is to remove only 4 trees instead of 5. A setback waiver will be required.
Commissioner Hawley seconded the motion.
A roll call vote was taken; vote passed (5-2) (No: Becky Schaefer, Ald. Strzelczyk)

Attachment: Planning Comm minutes_04.25.22_FINAL (7396 : Planning Commission meeting minutes of April 25, 2022)

RESULT:	**APPROVED WITH CONDITIONS [5 TO 2]**
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Choren, Hawley, Lemke, Stoker
NAYS:	Strzelczyk, R. Schaefer
ABSENT:	Gentges, J. Schaefer

6) Announcements

The next meeting is Monday, May 23, 2022, at 6:00 p.m.

7) Adjourn

Action
Commissioner Stoker made a motion to adjourn the meeting.
Commissioner Lemke seconded the motion.
A voice vote was taken; vote passed (7-0)

The meeting concluded at 7:00 p.m.

Respectfully Submitted,

Jac Zader

Attachment: Planning Comm minutes_04.25.22_FINAL (7396 : Planning Commission meeting minutes of April 25, 2022)

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
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www.ci.mequon.wi.us

Police and Fire Departments

Attachment: Public Safety minutes_12-14-21 (7394 : Public Safety Committee meeting minutes of December 14, 2021)

PUBLIC SAFETY COMMITTEE
Tuesday, December 14, 2021
5:45 PM
Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:
Chair Andrew Nerbun
Alderman Mark Gierl
Alderman Dale Mayr

Also Present: City Administrator William Jones, Fire Chief Bialk, Deputy Fire Chief Zellman, Mayor Abendroth (arrived 5:52PM), and Administrative Coordinator Melina Bowen.

2) Approve Meeting Minutes
   a. Public Safety Committee - Regular Meeting - Nov 9, 2021 5:30 PM

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Alderman Gierl
SECONDED BY:	Alderman Nerbun

AYES:	Nerbun, Gierl
ABSENT:	Mayr

3) Resolutions
Action requested: review and recommend approval
   a. **RESOLUTION 3900** A Resolution Approving a Memorandum of Understanding Between the City of Mequon and the Village of Thiensville in Connection with Fire & EMS Department Consolidation

Fire Chief Bialk introduced Resolution 3900 approving the Memorandum of Understanding between the City of Mequon and the Village of Thiensville in connection with Fire and EMS Department consolidation. Chief Bialk advised that the ongoing research conducted by the Public Policy Forum determined that fire departments within Ozaukee County need to spend more money to obtain more employees and that by combining resources departments would be able to spend less. Due to staffing issues experienced by both Mequon and Thiensville Fire Departments, a study is to be conducted to consolidate resources of the two departments.

City Administrator Jones advised that the Memorandum of Understanding provides a framework by which this analysis and study will occur. A joint working group will be

appointed which will provide quarterly updates working towards one consolidated Mequon/Thiensville Department. Thiensville unanimously approved the Memorandum at their meeting December 13, 2021.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Gierl

AYES: Nerbun, Gierl, Mayr

4) Adjourn
   a. Motion to adjourn the meeting at 5:52 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Mayr

AYES: Nerbun, Gierl, Mayr

Respectfully Submitted,

Melina Bowen

Attachment: Public Safety minutes_12-14-21 (7394 : Public Safety Committee meeting minutes of December 14, 2021)

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www.ci.mequon.wi.us Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, April 12, 2022
5:00 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Mark Gierl
Alderman Glenn Bushee
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, Inspections Supervisor Hadley, Deputy Fire Chief Zellmann, and Executive Assistant Enea.

2) Approval of Meeting Minutes
   a. March Meeting Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Gierl

AYES: Gierl, Bushee
NOT PRESENT: Schneider

3) Ordinances

Action requested: review and recommend approval

   a. **ORDINANCE 2022-1618** An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools

City Attorney Sajdak presented the modified version of the ordinance based on the comments received from the Common Council Meeting. Some definitions were added in regards to the power safety cover, such as the static load being 485 lbs - enough to hold 2 firemen and their supplies. Also, the operating switch needed to be locked and located 5 feet above ground. In addition, a permit would be required. The age of a chaperone would be 14 years of age, the age one can be a lifeguard. Alderman Bushee shared how 14 states and 19 localities in additional states have adapted new laws to allow pool covers instead of fences. Alderwoman Schneider inquired about existing pool owners needing to know that a second safety feature

Attachment: Pub Welfare Minutes 04-12-22 (7391 : Public Welfare Committee meeting minutes of April 12, 2022)

is now required for pools. The new ordinance will only apply to new pools, but the Committee agreed that would be beneficial to share in the Weekly Bulletin.

RESULT: **Approved as Amended by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Gierl

AYES: Gierl, Bushee, Schneider

b. **ORDINANCE 2022-1619** An Ordinance Amending Chapter 30, Article V of the Mequon Municipal Code Related to Outdoor Burning

Deputy Fire Chief Zellmann presented the changes that were made to the Ordinance. What a structure was, i.e. deck, was included. Also, 4a was added to discuss manufacturer guidelines and what to do in the absence of guidelines. Alderman Bushee inquired if the nuisance language could be eliminated. Deputy Chief Zellmann explained when the nuisance delegation comes into play and City Attorney Sajdak shared how using that language gives the Ordinance more teeth when it comes to enforcement. If something amounts to a private nuisance, then the City would not get involved.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Schneider

AYES: Gierl, Bushee, Schneider

4) Work Calendar
   a. Work Calendar

5) Adjourn

Alderman Bushee moved to adjourn at 5:29 P.M. and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea

Attachment: Pub Welfare Minutes 04-12-22 (7391 : Public Welfare Committee meeting minutes of April 12, 2022)

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Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Tuesday, April 12, 2022
7:15 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call
Commissioner Wirth Called the Meeting to Order at 7:47 PM

Present:
Commissioner Andrew Nerbun
Commissioner Glenn Bushee
Commissioner Mark Gierl
Commissioner Jeffrey Hansher
Commissioner Dale Mayr
Commissioner Brian Parrish
Commissioner Kathleen Schneider
Commissioner Robert Strzelczyk
Commissioner John Wirth

Also present were City Attorney Sajdak, City Administrator Jones, City Clerk Fochs, Director of Public Works/City Engineer Lundeen, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. March 8, 2022 Minutes

RESULT:	**Approved [Unanimous]**
MOVED BY:	Commissioner Mayr
SECONDED BY:	Commissioner Hansher

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk, Wirth

3) Resolutions
Action requested: review and recommend approval

Attachment: 04-12-22 Mins_Sewer Utility District Commission (7359 : Sewer Utility District Commission meeting minutes of April 12, 2022)

a. **RESOLUTION 3946** A Resolution Authorizing a Waiver from Section 58-600(e) of the Mequon Municipal Code, Requiring Public Sanitary Sewer Service for the Property Located at 1310 Highland Road

RESULT: **Tabled [Unanimous]**
MOVED BY: Commissioner Schneider
SECONDED BY: Commissioner Parrish

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk

b. **RESOLUTION 3947** A Resolution Authorizing the Award of Six (6) Contracts for Various Sanitary Sewer Projects (Generator Purchase, Pumping System Design, Inspections and Lateral Locating Services) in the Aggregate Amount of $339,683

Commissioner Schneider had a clarification question on Lift Station E that the City was not successful in finding a property for the new lift station and is there any possibility of using the same piece of property and building a new lift station or is it logistically not possible.

Director of Public Works/City Engineer Lundeen stated that the City does not own the property and only has an easement and it is physically impossible to take the existing lift station out of service, and would have to keep it in service during the construction of a new lift station which can't fit in the easement.

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Schneider
SECONDED BY: Commissioner Nerbun

AYES:	Nerbun, Bushee, Gierl, Hansher, Parrish, Schneider, Strzelczyk, Wirth
RECUSED:	Mayr

4) Adjourn

a. Motion to Adjourn at 7:54 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Parrish
SECONDED BY: Commissioner Hansher

AYES:	Nerbun, Bushee, Gierl, Hansher, Mayr, Parrish, Schneider, Strzelczyk, Wirth

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 04-12-22 Mins_Sewer Utility District Commission (7359 : Sewer Utility District Commission meeting minutes of April 12, 2022)

	A	B	C	D	E	F	G	I	J	K	L
1				CODE ENFORCEMENT SUMMARY JUNE 1, 2022							
2											
3	0					OTC	REQUIREMENT	COURT DATE	COMMENTS	ACTIVE	KEY
4	DIST.	PARCEL #	ADDRESS	OWNER	VIOLATION TYPE/COMPLAINT	ISSUED	DATE		(See Key Column)	YES/NO	
5	8	151050504000	10843 N PEBBLE LANE	ABBAS OR FATIMA ALI	YARD WASTE LEAVES AND BRANCHES	1/21/2022	6/1/2022		4	YES	1 COMPLIANCE ACHIEVED
6		140341500100	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	PARKING	12/1/2021	12/15/2021		#5 CITATION 1	YES	2 COMPLIANCE DATE NOT MET
7	1	140300600500	12323 W MEQUON ROAD	JONATHON SCHOTTE	PARKING	10/21/2021	11/4/2021		1	NO	3 WAITING ON REPLY
8	3	140221000600	11512 N WAUWATOSA ROAD	RICK OR PATRICIA FREYMUTH	TEMPORARY STRUCTURE	10/22/2021	11/5/2021		4	NO	4 EXTENSION GRANTED
9	4	EXEMPT	110010 N BUNTROCK AVENUE	WILSON SCHOOL	ELECTRONIC MESSAGE SIGN ILLUMINATION	12/8/2021	12/17/2021		1	NO	5 ISSUED TO CITY ATTORNEY OFFICE
10	1	141550010000	13760 N BONNIWELL COURT	GALINA OR MISHA SHEPSHELEVICH	PARKING	ONGOING	ONGOING	NOT SET	#5, CIRCUIT COURT	YES	6 SCHEDULED COURT DATE
11	3	RENTAL	6200 W MEQUON ROAD	ST PAULS FISH	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	7 COURT RULING
12	2	140820648000	2916 W SHOLES DRIVE	DAVID OR ELIZABETH SANDE	HOME BUSINESS	11/22/2021	12/5/2021		1	NO	8 PRETRIAL DATE
13	1	141550011000	13702 N BONNIWELL COURT	MICHAEL OR SHELLEY OLSON	PARKING	11/22/2021	11/5/2021		1	NO	9 TRIAL DATE
14	4	140270101200	10910 INDUSTRIAL DRIVE	SUPER STEEL LLC	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	10 FINAL RULING
15	8	RENTAL	10042 N PORT WASHINGTON ROAD	NEARLY NEW CONSIGNMENT SHOP	BANNER	11/17/2021	11/20/2021		1	NO	11 ALTERNATE PROCEDURE
16	4	RENTAL	11035 INDUSTRIAL DRIVE	CENTRAL BARK	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
17	5	EXEMPT	13460 N PORT WASHINGTON ROAD	CHRIST CHURCH	BANNER	11/17/2021	11/20/2021		1	NO	
18	4	140340500100	6809 W DONGES BAY ROAD	MEQUON LAWN AND GARDEN	BANNER	11/17/2021	11/20/2021		1	NO	
19	6	150191301600	11357 N PORT WASHINGTON ROAD	KOHLER CREDIT UNION	FLAG	11/17/2021	11/20/2021		1	NO	
20	8	RENTAL	11018 N PORT WASHINGTON ROAD	MATHNASIUM	BANNER	11/17/2021	11/20/2021		1	NO	
21	5	150201001800	11522 N PORT WASHINGTON ROAD	SHELL GAS STATION	BANNER	11/17/2021	11/20/2021		1	NO	
22	6	RENTAL	10945 N PORT WASHINGTON ROAD	SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101	BANNER	11/17/2021	11/20/2021		1	NO	
23	8	RENTAL	10930 N PORT WASHINGTON ROAD	SENDIK'S	BANNER	11/17/2021	11/20/2021		1	NO	
24	6	RENTAL	10945 N PORT WASHINGTON ROAD	WISCONSIN RADIOLOGY SPECIALISTS	BANNER	11/17/2021	11/20/2021		1	NO	
25	8	RENTAL	10984 N PORT WASHINGTON ROAD	MARSHALLS	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
26	8	RENTAL	10526 N PORT WASHINGTON ROAD	DERIAH BOUTIQUE	BANNER	11/17/2021	11/20/2021		1	NO	
27	6	RENTAL	10501 N PORT WASHINGTON ROAD	ALLSTATE INSURANCE	FLAG	11/17/2021	11/20/2021		1	NO	
28	8	RENTAL	10916 N PORT WASHINGTON ROAD	ELITE NUTRITION	BANNER	11/17/2021	11/20/2021		1	NO	
29	6	RENTAL	11649 N PORT WASHINGTON ROAD	MEQUON SMILE DESIGN	BANNER	11/17/2021	11/20/2021		1	NO	
30	6	RENTAL	11042 N PORT WASHINGTON ROAD	X GOLF MEQUON	FLAG	11/17/2021	11/20/2021		1	NO	
31	8	150290600200	11150 N PORT WASHINGTON ROAD	CULVER'S	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
32	4	140270201000	11130 N BUNTROCK AVENUE	ARTESA APARTMENTS	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
33	8	RENTAL	10992 N PORT WASHINGTON ROAD	GREAT CLIPS	BANNER	11/17/2021	11/20/2021		1	NO	
34	3	RENTAL	6330 W SPUR ROAD	SPUR 16	FLAG	11/17/2021	11/20/2021		1	NO	
35	4	RENTAL	10503 N CEDARBURG ROAD	THE COLOUR BOWL SALON AND WELLNESS	FLAG	11/17/2021	11/20/2021		1	NO	
36	4	140500612000	5616 W DONGES BAY ROAD	LIBBY MONTANA	BANNER	11/17/2021	11/20/2021		1	NO	
37	6	150300600500	2635 W MEQUON ROAD	THE RANGE LINE INN	BANNER/SIGN	11/17/2021	11/20/2021		1	NO	
38	6	151530001000	1505 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAG	11/17/2021	11/20/2021		1	NO	
39	6	RENTAL	1339 W MEQUON ROAD	SOVEREIGN SELECT LLC	BANNER	11/17/2021	11/20/2021		1	NO	
40	3	RENTAL	7602 W MEQUON ROAD	IN BALANCE YOGA	BANNER	11/17/2021	11/20/2021		1	NO	
41	6	RENTAL	1340 W MEQUON ROAD	AC ZUKERMAN JEWELERS	BANNER	11/17/2021	11/20/2021		1	NO	
42	6	RENTAL	1300 W MEQUON ROAD	PANERA BREAD	BANNER/SIGNS	11/17/2021	11/20/2021		1	NO	
43	6	RENTAL	1424 W MEQUON ROAD	NORTH SHORE COMPUTER	BANNER	11/17/2021	11/20/2021		1	NO	
44	6	RENTAL	1402 W MEQUON ROAD	KUMON MATH AND READING	BANNER	11/17/2021	11/20/2021		1	NO	
45	8	RENTAL	10530 N PORT WASHINGTON ROAD	FIDDLEHEADS COFFEE	BANNER/SIGNS	11/17/2021	11/20/2021	4/6/2022	#5, CITATION	NO	
46	6	RENTAL	11525 N PORT WASHINGTON ROAD	JIMMY JOHNS	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION	NO	
47	6	RENTAL	11511 N PORT WASHINGTON ROAD	TACO BELL	BANNER	11/17/2021	11/20/2021	4/6/2022	#5, CITATION 1,2	NO	
48	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	TRASH/LITTER	12/23/2021	12/27/2021	4/6/2022	#5, CITATIONS 1,2,3	YES	
49	4	140500903002	10360 N CEDARBURG ROAD	KWIK TRIP	BANNER/FLAGS	11/17/2021	11/20/2021	3/2/2022	#5, CITATION 1,2,	NO	
50	8	150291100500	10500 N PORT WASHINGTON ROAD	HOLD HOLDINGS	PUBLIC NUISANCE	4/14/2021	4/23/2021	4/6/2022	#5, CITATIONS 1,2,3	NO	
51	4	140840107000	9712 N MEQUON PLACE	TOUA YANG	PARKING	10/25/2021	11/5/2021	4/6/2022	#5 CITATIONS 1, 2,3,4	YES	
52	7	140250600600	11050 N RIVER ROAD	ROBERT STERN	OUTSIDE STORAGE	11/17/2021	11/24/2021		#5 CITATION	NO	
53	4	140501204000	10056 N CEDARBURG ROAD	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
54	3	140870805000	11715 N SILVER AVENUE	LUJESS	PARKING	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
55	6	151000203000	12539 N ISLAND DRIVE	WILLIAM WISTH	OUTSIDE STORAGE	ONGOING	ONGOING	NOT SET	#5 CIRCUIT COURT	YES	
56	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
57	8	151070412000	819 W SIERRA LANE	VANN FAMILY TRUST	PARKING	2/25/2022	3/11/2022		1	NO	
58	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
59	2	140241201000	11249 N RIVERLAND ROAD	PAUL FREDERICK	PARKING	2/25/2022	3/11/2022		4	YES	
60	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
61	1	140121200300	3500 W HIGHLAND ROAD	THOMAS LEMENS	PARKING	2/25/2022	3/11/2022		1	NO	

	A	B	C	D	E	F	G	I	J	K	L
62	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	PARKING	2/25/2022	3/11/2022		1	NO	
63	1	140191500200	11206- 11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE STORAGE	2/25/2022	3/11/2022		1	NO	
64	1	140191500200	11206-11210 W MEQUON ROAD	JORDON OR KRISTY LARSON	OUTSIDE MAINTANCE	2/25/2022	5/30/2022		1	NO	
65	2	140950607000	3033 W RENEE COURT	IGOR OR MARGARITA LETKIN	PARKING	3/8/2022	3/22/2022		1	NO	
66	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
67	6	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	GENERAL MAINTENANCE	3/14/2022	5/30/2022		4	NO	
68	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	PARKING	3/14/2022	3/31/2022		1	NO	
69	6	140950607000	2030 W SUNNYDALE LANE	DIANNE MCCLELLAN	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO	
70	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	PARKING	3/17/2022	3/21/2022		1	NO	
71	4	140271200400	6926 W DONGES BAY ROAD	GO RITEWAY	ADVERTISING FLAG	3/17/2022	3/21/2022		1	NO	
72	4	140840205000	9612 W MEQUON PLACE	LEWIS OR JEAN BIRKEL	OUTSIDE MAINTENANCE	3/23/2022	6/1/2022		1	NO	
73	7	150850000002	3100 W COUNTRY CLUB DRIVE	NORTH SHORE COUNTRY CLUB	LANDSCAPING	3/23/2022	6/1/2022		4	YES	
74	4	140500709001	1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD	WILLIAM CONLEY	MAINTENANCE	3/24/2022	7/1/2022		4	YES	
75	4	140270901200	10541-10601 N COMMERCE STREET	MEGAL DEVELOPMENT CORPORATION	BUSINESS OCCUPANCY PERMIT	3/31/2022	4/8/2022		4	YES	
76	2	140240701200	11610 N RIVER ROAD	MARILYN MANKE	OUTSIDE STORAGE	3/31/2022	4/7/2022		1	NO	
77	5	RENTAL	11700 N PORT WASHINGTON ROAD	MARCUS NORTH SHORE CINEMA	LITTER	4/6/2022	4/13/2022		1	NO	
78	5	150200701100	11616 N PORT WASHINGTON ROAD	ELITE HIGHLANDER MEQUON INC	LITTER	4/6/2022	4/13/2022		1	NO	
79	5	RENTAL	11558 N PORT WASHINGTON ROAD	METRO MARKET	LITTER	4/6/2022	4/13/2022		1	NO	
80	3	140860207000	11345 N SOLAR AVE	JEFFREY MCCLONE	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
81	3	140892402000	11425 N VEGA AVE	DENNIS HERRERA	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
82	3	140210101000	11932 N VEGA AVE	JOHN OR STACEY MURRAY	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
83	3	141220004000	11912 N SOLAR AVE	JAMES MCNICHOL	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
84	3	140870708000	11625 N VEGA AVE	ROBERT MACKIEWICZ	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
85	3	140881402000	8509 W POPLAR DR	WILLIAM BLATZ	PARKING	4/21/2022	4/28/2022		EXTENSION	YES	
86	4	140840509000	4808 W HIAWATHA DR	PAUL SCHUMACHER	HOOP HOUSE	4/21/2022	5/5/2022		1	NO	
87	2	141160010000	12335 N WOODFIELD CT	JEFFREY OR SUSAN POMERANTZ	OUTSIDE STORAGE	4/22/2022	4/29/2022		1	NO	
88	3	140500102002	6714 W MEQUON ROAD	MICHAEL OR TRACY LALONDE	OUTSIDE STORAGE	4/28/2022	5/13/2022			YES	
89	7	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/13/2022		#5 CITATION	YES	
90	2	141160010000	12335 N WOODFIELD COURT	JEFFERY OR SUSAN POMERANTZ	PARKING	5/17/2022	5/24/2022		1	NO	
91	5		11740 N PORT WASHINGTON ROAD	BANK FIRST	BANNER	5/17/2022	5/21/2022		1	NO	
92	5		13800 N PORT WASHINGTON ROAD	UNITARIAN CHURCH	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	
93	3		6006 W MEQUON ROAD	SPUR 16	BANNER/FLAG	5/17/2022	5/21/2022		1	NO	1 COMPLIANCE ACHIEVED
94	8		10900 N PORT WASHINGTON ROAD	THE FEED BAG	BANNER	5/17/2022	5/21/1955		1	NO	2 COMPLIANCE DATE NOT MET
95	2		3906 W MEQUON ROAD	ST BONIFACE CHURCH	BANNER	5/17/2022	5/21/2022		1	NO	3 WAITING ON REPLY
96	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE MAINTENCE	5/25/2022	6/18/2022			YES	4 EXTENSION GRANTED
97	5	151001214000	1630 W DOROTHY PLACE	DAVID OR SHELLY HAUGH	OUTSIDE STORAGE	5/25/2022	7/1/2022			YES	5 ISSUED TO CITY ATTORNEY OFFICE
98											6 SCHEDULED COURT DATE
99											7 COURT RULING
100											8 PRETRIAL DATE
101											9 TRIAL DATE
102											10 FINAL RULING
103											11 ALTERNATE PROCEDURE
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Attachment: Zoning Enforcement Report through 6-1-22 (7417 : Zoning Enforcement and Site Compliance

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Finance-Personnel Committee**

TO: **Common Council**
FROM: **Jennifer Engroff, Finance Director**
DATE: **June 7, 2022**
SUBJECT: **Acceptance of the FY2021 Annual Comprehensive Financial Report and Report on Internal Control**

Background

The City's financial records and procedures are audited annually by an independent firm as selected by the Common Council. Staff and the auditors produce an Annual Comprehensive Financial Report in concert with the audit firm's report on internal control.

Analysis

A representative from the City's auditor, Baker Tilly US, LLP, will present the Annual Comprehensive Financial Report and related Report on Internal Control for the year ending December 31, 2021. A copy of the Report on Internal Control is included in the Council's packet in advance of the meeting, and a copy of the FY2021 Annual Comprehensive Financial Report can be accessed via the City's website, on the Finance Department's web page at https://tinyurl.com/ACFR21. A limited number of hard copies of the report will be available in the Finance Department by the end of June. This report is on the consent agenda for formal acceptance by the Council.

Fiscal Impact

Actual General Fund Revenues were 100% of the budgeted total for 2021, and General Fund Expenditures were 98% of the budgeted amount last year. Therefore, the City ended 2021 with a surplus of $92,100 and an unassigned fund balance of approximately $2.3 million. Both the Water and Wastewater Utilities also finished 2021 with a surplus as well.

Recommendation

Motion to recommend the Council accept the Annual Comprehensive Financial Report and Report on Internal Control for the year ending December 31, 2021.

Attachments:
2021 ACFR Presentation 6.14.22 (PDF)
City of Mequon 12-31-2021 Audit Results - FINAL 6.06.22 (PDF)

Presentation to the Finance-Personnel Committee of the City of Mequon

June 14, 2022

1. Objective of the audit was to express an opinion on your financial statements.
2. Reports issued
   a. Opinion on financial statements
      i. Unmodified opinion, fairly stated in accordance with applicable standards
   b. Communication to those charged with governance and management
      i. Included all communications required under professional standards
      ii. Includes comments and recommendations resulting from our audit
      iii. Includes information applicable to future audits
3. Financial highlights (in thousands)
   a. Governmental Funds

	General Fund	Debt Service	Capital Projects	Nonmajor Governmental Funds
Current year activity				
Revenues and other sources	$ 17,501	$ 5,291	$ 2,122	$ 310
Expenditures and other uses	17,409	3,722	2,951	204
Change in fund balances	$ 92	$ 1,569	$ (829)	$ 106
Fund Balance				
Nonspendable	$ 260	$ -	$ -	$ -
Restricted	-	1,492	2,885	688
Committed	-	-	-	196
Assigned	-	-	336	-
Unassigned	2,319	-	-	-
Total	$ 2,579	$ 1,492	$ 3,221	$ 884

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Attachment: 2021 ACFR Presentation 6.14.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial Report and Report on Internal

b. Enterprise Funds

	Sewer Utility	Water Utility
Current year activity		
Revenues	$ 12,242	$ 5,188
Expenses	9,082	2,754
Change in net position	$ 3,160	$ 2,434
Cash flow		
Operating activities	$ (3,933)	$ 2,331
Investing activities	(2)	(5)
Noncapital financing activities	7,111	-
Capital and related financing activities	(2,875)	(3,007)
Net change in cash	$ 301	$ (681)

c. Long-term debt

Type of debt	Governmental Activities	Business-type Activites	Total
General obligation bonds and notes	$ 20,495	$ 14,550	$ 35,045
Revenue bonds	-	8,465	8,465
Unamortized debt premium	793	1,239	2,032
Capital leases	37	-	37
Total other postemployment liability	769	54	823
Total pension liability - single employer plan	389	38	427
Net pension liability - WRS	-	-	-
Net OPEB liability - LRLIF	849	36	885
Compensated absences	632	34	666
	$ 23,964	$ 24,416	$ 48,380

Statutory debt limit (5% of equalized value)	$ 270,158
Capacity for additional general obligation debt	$ 235,113
Percentage of capacity to debt limit	87%

4. Questions?

Attachment: 2021 ACFR Presentation 6.14.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial Report and Report on Internal

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now, for tomorrow

Reporting and insights from 2021 audit:

City of Mequon

December 31, 2021

Attachment: City of Mequon 12-31-2021 Audit Results - FINAL 6.06.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial

Attachment: City of Mequon 12-31-2021 Audit Results - FINAL 6.06.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial

Executive summary

June 2, 2022

To the City Council
City of Mequon
Mequon, Wisconsin

We have completed our audit of the financial statements of the City of Mequon (the City) for the year ended December 31, 2021, and have issued our report thereon dated June 2, 2022. This letter presents communications required by our professional standards.

Your audit should provide you with confidence in your financial statements. The audit was performed based on information obtained from meetings with management, data from your systems, knowledge of your City's operating environment and our risk assessment procedures. We strive to provide you clear, concise communication throughout the audit process and of the final results of our audit.

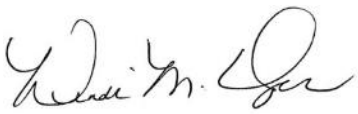
Additionally, we have included information on key risk areas the City of Mequon should be aware of in your strategic planning. We are available to discuss these risks as they relate to your organization's financial stability and future planning.

If you have questions at any point, please connect with us:

- Wendi Unger, Partner: wendi.unger@bakertilly.com or +1 (414) 777 5423

Sincerely,

Baker Tilly US, LLP



Wendi M. Unger, CPA, Partner

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Responsibilities

Our responsibilities

As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Reasonable assurance is a high level of assurance.
- Assessing the risks of material misstatement of the financial statements, whether due to fraud or error. Included in that assessment is a consideration of the City's internal control over financial reporting.
- Performing appropriate procedures based upon our risk assessment.
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management.
- Forming and expressing an opinion based on our audit about whether the financial statements prepared by management, with the oversight of the Common Council:
  - Are free from material misstatement
  - Present fairly, in all material respects and in accordance with accounting principles generally accepted in the United States of America
- Our audit does not relieve management or the Common Council of their responsibilities.

We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of the Common Council, including:

- Internal control matters
- Qualitative aspects of the City's accounting practice including policies, accounting estimates and financial statement disclosures
- Significant unusual transactions
- Significant difficulties encountered
- Disagreements with management
- Circumstances that affect the form and content of the auditors' report
- Audit consultations outside the engagement team
- Corrected and uncorrected misstatements
- Other audit findings or issues

Attachment: City of Mequon 12-31-2021 Audit Results - FINAL 6.06.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial

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Audit status

Significant changes to the audit plan

There were no significant changes made to either our planned audit strategy or to the significant risks and other areas of emphasis identified during the performance of our risk assessment procedures.

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Audit approach and results

Planned scope and timing

Audit focus

Based on our understanding of the City and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates
- Areas of complexity including capital assets and debt

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about the City's current year results.

Key areas of focus and significant findings

Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on non-financial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

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Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk, but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Payroll	Pension assets/liabilities and OPEB liabilities	Long-term debt
Capital assets including infrastructure	Net position calculations	Financial reporting and required disclosures

Internal control matters

We considered the City's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

Other comments and recommendations

- **Departmental Controls**

As part of our annual audit process, we focus our efforts on the primary accounting systems, internal controls and procedures used by the City. This is in keeping with our goal to provide an audit opinion which states that the financial statements of the City are correct in all material respects.

In some cases, the primary system of accounting procedures and controls of the City are supported by smaller systems which are decentralized and reside within a department or location. In many cases, those systems are as simple as handling cash collections and remitting those collections to the Finance Department.

Generally, the more centralized a function is, the easier it is to design and implement accounting controls that provide some level of checks and balances. That is because you are able to divide certain tasks over the people available to achieve some segregation of duties. For those tasks that are decentralized, it is usually very difficult to provide for proper segregation of duties. Therefore, with one person being involved in most or all aspects of a transaction, you lose the ability to rely on the controls to achieve the safeguarding of assets and reliability of financial records.

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As auditors, we are required to communicate with you on a variety of topics. Since there is now more emphasis on internal controls and management's responsibilities, we believe it is appropriate to make sure that you are informed about the lack of segregation of duties that may occur at departments or locations that handle cash. Functions in your City that fit this situation may include the following:

Swimming Pool
Recreation
Engineering
Police
Building Inspector
Municipal court
Ambulance

As you might expect, similar situations are common in most governments.

As auditors, we are required to focus on the financial statements at a highly summarized level and our audit procedures support our opinion on those financial statements. Departments or locations that handle relatively smaller amounts of money are not the primary focus of our audit. Yet, because of the lack of segregation of duties, the opportunity for loss is higher there than in centralized functions that have more controls.

Because management is responsible for designing and implementing controls and procedures to detect and prevent fraud, we believe that is important for us to communicate this information to you. We have no knowledge of any fraud that has occurred or is suspected to have occurred within the departments mentioned above. However, your role as the governing body is to assess your risk areas and determine that the appropriate level of controls and procedures are in place. As always, the costs of controls and staffing must be weighed against the perceived benefits of safeguarding your assets.

Without adding staff or splitting up the duties, your own day-to-day contact and knowledge of the operation are also important mitigating factors.

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Required communications

Qualitative aspect of accounting practices

- Accounting policies: Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2021. We noted no transactions entered into by the City during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.

- Accounting estimates: Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Accrued compensated absences	Evaluation of hours earned and accumulated in accordance with employment policies and average wage per hour rates	Reasonable in relation to the financial statements as a whole
Net pension asset and related deferrals	Evaluation of information provided by the Wisconsin Retirement System	Reasonable in relation to the financial statements as a whole
Net/Total OPEB and Total Pension liabilities and related deferrals	Key assumptions set by management with the assistance of a third party actuary	Reasonable in relation to the financial statements as a whole
Depreciation	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole

There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates, noted above.

- Financial statement disclosures: The disclosures in the financial statements are neutral, consistent and clear.

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Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for the city that otherwise appear to be unusual due to their timing, size, or nature.

Disagreements with management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Audit report

There have been no departures from the auditors' standard report.

Audit consultations outside the engagement team

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

Uncorrected misstatements and corrected misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management is in agreement with the misstatements we identified, and they have been corrected in the financial statements. In our judgment, none of the misstatements that management has corrected, either individually or in the aggregate, indicate matters that could have had a significant effect on the Organization's financial reporting process.

Other audit findings or issues

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

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Other information in documents containing audited basic financial statements.

The City's audited financial statements are "general purpose" financial statements. General purpose financial statements consist of the basic financial statements that can be used by a broad group of people for a broad range of activities. Once we have issued our audit report, we have no further obligation to update our report for events occurring subsequent to the date of our report. The City can use the audited financial statements in other client prepare documents, such as official statements related to the issuance of debt, without our acknowledgement. Unless we have been engaged to perform services in connection with any subsequent transaction requiring the inclusion of our audit report, as well as to issue an auditor's acknowledgment letter, we have neither read the document nor performed subsequent event procedures in order to determine whether or not our report remains appropriate.

Management's consultations with other accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Written communications between management and Baker Tilly

The Appendix includes copies of other material written communications, including a copy of the management representation letter.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit.

Fraud

We did not identify any known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the City's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date the financial statements are issued or available to be issued, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

Independence

We are not aware of any relationships between Baker Tilly and the City that, in our professional judgment, may reasonably be thought to bear on our independence.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the City's related parties.

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Other matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the other information, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Nonattest services

The following nonattest services were provided by Baker Tilly:

- Financial statement preparation
- Adjusting journal entries
- Compiled regulatory reports

In addition, we prepared GASB No. 34 conversion entries which are summarized in the "Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position" and the "Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities" in the financial statements.

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

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Finance-Personnel committee resources

Visit our resource page for regulatory updates, trending challenges and opportunities in your industry and other timely updates.

Visit the resource page at https://www.bakertilly.com/insights/audit-committee-resource-page.

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Management representation letter

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Finance Department

June 2, 2022

Baker Tilly US, LLP
777 E. Wisonsin Avenue, 32nd Floor
Milwaukee, Wisconsin 53202

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of the City of Mequon as of December 31, 2021 and for the year then ended for the purpose of expressing opinions as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mequon and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter.

2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. We have engaged you to advise us in fulfilling that responsibility. The financial statements include all properly classified funds of the primary government required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.

3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Attachment: City of Mequon 12-31-2021 Audit Results - FINAL 6.06.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial

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4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

5) Significant assumptions we used in making accounting estimates, if any, are reasonable.

6) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.

7) All material transactions have been recorded in the accounting records and are reflected in the financial statements.

8) All known audit and bookkeeping adjustments have been included in our financial statements, and we are in agreement with those adjustments.

9) There are no known or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with accounting principles generally accepted in the United States of America.

10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

11) We have provided you with:

a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.

b) Additional information that you have requested from us for the purpose of the audit.

c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

d) Minutes of the meetings of the Common Council or summaries of actions of recent meetings for which minutes have not yet been prepared.

12) We have disclosed to you results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

13) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

a) Management,

b) Employees who have significant roles in internal control, or

c) Others where the fraud could have a material effect on the financial statements.

Attachment: City of Mequon 12-31-2021 Audit Results - FINAL 6.06.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial

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Mequon, Wisconsin 53092
Phone: (262) 236-2947
Fax: (262) 242-9655

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14) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.

15) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.

16) There are no known related parties or related party relationships and transactions of which we are aware.

Other

17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

18) The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

19) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.

20) There are no:

a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.

b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.

c) Nonspendable, restricted, committed, or assigned fund balances that were not properly authorized and approved.

d) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.

e) Violations of restrictions placed on revenues as a result of bond resolution covenants such as revenue distribution or debt service funding.

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21) In regards to the nonattest services performed by you listed below, we have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.

    a) Financial statement preparation

    b) Adjusting journal entries

    c) Compiled regulatory reports

    None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

22) The City of Mequon has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

23) The City of Mequon has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.

24) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if any. Component units have been properly presented as either blended or discrete.

25) The financial statements properly classify all funds and activities.

26) All funds that meet the quantitative criteria in GASB Statement No. 34 and No. 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

27) Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.

28) The City of Mequon has no derivative financial instruments such as contracts that could be assigned to someone else or net settled, interest rate swaps, collars or caps.

29) Provisions for uncollectible receivables, if any, have been properly identified and recorded.

30) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

31) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.

32) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

33) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).

34) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.

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35) Tax-exempt bonds issued have retained their tax-exempt status.

36) We have appropriately disclosed the City of Mequon's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy. We have also disclosed our policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available.

37) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

38) With respect to the supplementary information, (SI):

a) We acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

b) If the SI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

39) We assume responsibility for, and agree with, the findings of specialists in evaluating the other postemployment and pension benefits and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.

40) We assume responsibility for, and agree with, the information provided by the Wisconsin Retirement System as audited by the Legislative Audit Bureau relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.

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Finance Department

41) We assume responsibility for, and agree with the information provided by the Department of Employee Trust Funds for the Local Retiree Life Insurance program as audited by the Legislative Audit Bureau relating to the net OPEB liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.

42) The auditing standards define an annual report as "a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity's operations and the entity's financial results and financial position as set out in the financial statements." Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditor's report thereon. We do not issue an annual report.

Sincerely,

City of Mequon

Signed: _____
Ms.Jennifer Engroff, Finance Director

Signed: _____
Mr. William Jones, City Administrator

Attachment: City of Mequon 12-31-2021 Audit Results - FINAL 6.06.22 (7380 : Acceptance of the FY2021 Annual Comprehensive Financial

Client service team

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Accounting changes relevant to the City of Mequon

Future accounting standards update

GASB Statement Number	Description	Potentially Impacts you	Effective Date
87	Leases	✓	12/31/22*
91	Conduit Debt	✓	12/31/22*
92	Omnibus 2020	✓	12/31/22*
93	Replacement of Interfund Bank Offered Rates	✓	12/31/22*
94	Public-Private and Public-Public Partnerships and Availability Payment Arrangements	✓	12/31/23
96	Subscription-Based Information Technology Arrangements	✓	12/31/23
97	Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans	✓	12/31/22

*The statements listed above through Statement No. 93 had their required effective dates postponed by one year with the issuance of Statement No. 95, *Postponement of Effective Dates of Certain Authoritative Gui*dance, with the exception of Statement No. 87 which was postponed by one and a half years. The effective date reflected above is the required revised implementation date.
Further information on upcoming GASB pronouncements.

Ready or not – the new lease standard is here!

GASB's new single model for lease accounting is effective for next year's audit (fiscal years ending June 30, 2022 and later). This standard requires governments to identify and evaluate contracts that convey control of the right to use another entity's nonfinancial asset for a period of time in an exchange or exchange-like transaction. Contracts meeting the criteria for control, term and other items within the standard will result in recognizing a right to use asset and lease liability or a receivable and deferred inflow of resources. The standard specifies that leases should be recognized and measured using the facts and circumstances that exist at the beginning of the period of implementation (or, if applied to earlier periods, the beginning of the earliest period restated).

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The implementation process can be broken down into a four-step methodology:

Now is the time to evaluate where your government is in this process and the timeline to complete implementation. The third step for lease evaluation, data extraction and review is typically the most time-consuming step; organizations should begin this process well before year end to ensure adequate lead time. A key decision that will need to be made is whether a lease administration software package is necessary. Depending on the volume and complexity of your lease activity, spreadsheets may not be sufficient to track and calculate all the required information.

We are available to discuss this further and help you develop an action plan. Baker Tilly also has complimentary resources available online including:

- GASB 87 lease identification questionnaire
- GASB 87 lease assistance tool
- Variety of GASB 87 podcasts and articles

Access tools and learn more about GASB 87.

Preparing for the new conduit debt reporting

Conduit debt includes arrangements where there are three separate parties involved including a third party that is obligated for payment, a debt holder or lender and an issuing party which is often a government. This standard provides additional criteria for identifying and classifying conduit debt with the intent of providing consistency in how the debt is recorded and reported in governmental financial statements. The City should identify any existing debt arrangements involving third-party obligors and evaluate how those arrangements will be reported under the new standard in order to determine the potential impact of this standard on future financial reporting.

Determining if GASB 94 applies for your organization

GASB 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* provides guidance related to public-private and public-public partnerships (PPP) and availability payment arrangements (APA).

A PPP is an arrangement in which an entity contracts with an operator to provide public services by conveying control of the right to operate or use infrastructure or other capital asset. A common example of PPP is a service concession arrangement.

An APA is an arrangement in which an entity compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an asset.

The City should start to identify any contracts that could meet either definition to ensure they are reviewed for applicability and accounted for correctly when the standard is effective. Initial steps include reviewing contracts that didn't meet the definition of a lease under GASB 87 and identifying any other agreements where the organization contracts with or partners with another entity to provide services.

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Future accounting for subscription-based IT arrangements

Subscription-based IT arrangements include contracts that convey control of the right to use another party's IT software. It would not include any licensing arrangements that provide a perpetual license, which would still be accounted for as an intangible asset. Subscription-based IT arrangements are becoming more and more popular with IT vendors. This standard mirrors the new lease standard. The City will be able to utilize the systems put into place to implement the lease standard to properly account for these contracts. Common examples of these contracts in the utility industry include:

- Leasing space in the cloud
- GIS systems
- SCADA systems
- Some work order or inventory systems as well as some general ledger or billing systems

The City should work with its IT department and department managers to determine a population listing of contracts that would fall under this standard to determine the potential future impact to financial reporting.

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Two-way audit communications

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.

b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:

   - Identify types of potential misstatements.
   - Consider factors that affect the risks of material misstatement.
   - Design tests of controls, when applicable, and substantive procedures.

c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs.

d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America.

We are very interested in your views regarding certain matters. Those matters are listed here:

a. We typically will communicate with your top level of management unless you tell us otherwise.

b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.

c. We need to know your views about your organization's objectives and strategies and the related business risks that may result in material misstatements.

d. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?

e. Have you had any significant communications with regulators or grantor agencies?

f. Are there other matters that you believe are relevant to the audit of the financial statements?

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Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

a. The entity's internal control and its importance in the entity, including how the Common Council oversee the effectiveness of internal control?

b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December and sometimes early in January. Our final financial fieldwork is scheduled during March to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.

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Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
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Office of Engineering

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **June 14, 2022**
SUBJECT: **RESOLUTION 3957 A Resolution Authorizing the Release of the Bike Path Easement on Lots 1 and/or 2 of Certified Survey Map 3406 (Oriole Lane)**

Background

At the March 2021 Planning Commission meeting, Planning Commission approved a Certified Survey Map with the following condition:

> In exchange for abandonment of the existing bike path easement requirement, as recorded on CSM No. 3406, the applicant shall provide a 20 foot wide water main easement along the northern property line of Lot 1, for potential future looping of the water infrastructure.

CSM No. 3406 included the following note on the face of the CSM:

> As a City of Mequon condition of approval, a bike path across Lots 1 and/or 2, connecting Oriole Lane to the abutting property on the east will be constructed, the exact easement location will be determined by other document exact location subject to DNR approval.

Analysis

There are no existing bicycle facilities on Oriole Lane and no propose bicycle facilities on the private property to the east, nor on Market Street. The current bicycle and pedestrian master plan does not contemplate a connection at this location.

As the City required the original condition of approval for the bike path and the subsequent exchange of the bike path easement for a water main easement, the Common Council must approve the vacation of the easement.

Fiscal Impact

The City will pay the recording fees associated with filing the document with the Register of Deeds. The water main easement was previously recorded. If the City were to pursue a bike path connection at this location in the future, the property owner could seek payment for the easement.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the vacation of the bike path easement.

Attachments:
Release of Oriole Lane Bike Path Easement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3957

A Resolution Authorizing the Release of the Bike Path Easement on Lots 1 and/or 2 of Certified Survey Map 3406 (Oriole Lane)

RECITALS

A. The City of Mequon approved Certified Survey Map No. 3406, which contained the following note on its face:

> As a City of Mequon condition of approval, a bike path across Lots 1 and/or 2, connecting Oriole Lane to the abutting property on the east will be constructed, the exact easement location will be determined by other document exact location subject to DNR approval.

B. The City of Mequon approved a subsequent Certified Survey Map No. 4170, such approval being conditioned upon the following: In exchange for abandonment of the existing bike path easement requirement, as recorded on CSM No. 3406, the applicant shall provide a 20 foot wide water main easement along the northern property line of Lot 1, for potential future looping of the water infrastructure.

C. The required water main easement was recorded with the Ozaukee County Register of Deeds.

D. The attached document serves as the legal mechanism to release the bike path easement.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the City Clerk and the Mayor are authorized to execute the Release of Bike Path Easement and City Staff is authorized to submit the document to the Ozaukee County Register of Deeds for recording.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

_____
Caroline Fochs, City Clerk

Document Number	**RELEASE OF BIKE PATH EASEMENT** Document Name

The undersigned, City of Mequon, releases all right, title and interest that it may have in the easement shown on Lot 1 and Lot 2 of Certified Survey Map No. 3406 as recorded in the office of the Ozaukee County Register of Deeds on January 15, 2003, described on said CSM as follows:

> NOTE: As a City of Mequon condition of approval, a bike path across Lots 1 and/or 2, connecting Oriole Lane to the abutting property on the east will be constructed, the exact easement location will be determined by other document exact location subject to DNR approval.

Dated this _____ day of June, 2022.

CITY OF MEQUON

_____
Andrew Nerbun, Mayor

ATTEST:

_____
Caroline Fochs, Clerk

Recording Data

Name and Return Address
Kristen Lundeen
City of Mequon
11333 N. Cedarburg Rd
Mequon, WI 53092

Parcel Identification Number
15-030-02-024.00

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally, came before me this _____ day of June, 2022, the above-named, Andrew Nerbun and Caroline Fochs, the Mayor and Clerk, respectively, of the City of Mequon, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Ozaukee County, Wisconsin
My commission (is permanent)(expires: _____)

Attachment: Release of Oriole Lane Bike Path Easement (RESOLUTION 3957 : Oriole Lane Bike Path Easement Release)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone:
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Sewer Utility District Commission

TO: **Common Council**
FROM: **Kevin Driscoll, Deputy Director of Utilities**
DATE: **June 14, 2022**
SUBJECT: **RESOLUTION 3958 A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2021, in Accordance with Requirements Under Wisconsin Administrative Code NR208**

Background

As a state requirement for owning and operating a separate municipal storm sewer system that discharges to waters of the state, the City maintains a general Wisconsin Pollution Discharge Elimination System (WPDES) permit through the Wisconsin Department of Natural Resources (WDNR). The permit covers water quality, illicit discharges, public information and education, storm water, and erosion control. In addition to an annual stormwater report, the City must also file a Compliance Maintenance Annual Report (CMAR) in for the sanitary sewer system and any emergency sewer system overflows that may occur.

Analysis

The draft 2021 CMAR is attached for review and must be filed with WDNR by June 30. Part of the reporting requirement is that the governing body of the municipality must adopt an annual resolution stating that it has reviewed the report before it is filed each year. The report has a grading system for both the financial management and collection systems. If a community falls below an overall grade point (3.00), scores less than a "C" in any individual CMAR section, or if Sanitary Sewer Overflows (SSOs) were reported in the year, the City must identify improvements to correct system deficiencies and improve report score. In 2021, the City continued its "A" grade for financial management and collection systems.

In 2021, the City reported five SSOs as a result of wet weather in August at lift stations in the vicinity of the Milwaukee River. In 2019, the City completed the prioritization for Private Property Inflow and Infiltration reduction to better manage wet weather events, and project implementation is planned for 2022 following investigation work completed in 2020-2021. In addition, since 2018, the East Trunk Relief Sewer construction has reduced overflows and added capacity for future growth, where additional improvements are being planned for the 2023 budget based on the approved system modeling efforts that are ongoing.

Fiscal Impact

There is no fiscal impact to filing this report outside of staff time necessary for its preparation. Any potential projects identified must ultimately be approved by the Sanitary Sewer Utility Commission prior to proceeding.

Recommendation
It is staff's recommendation that the Sewer Utility District favorably endorse and the Common Council approve Resolution to authorize staff to file the CMAR report.

Attachments:
Exhibit A - 2021 CMAR (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3958

A Resolution Authorizing City Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2021, in Accordance with Requirements Under Wisconsin Administrative Code NR208

RECITALS

A. It is a requirement under the Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for Mequon's wastewater collection system under Wisconsin Administrative Code NR208.

B. It is necessary to acknowledge that the governing body has reviewed the CMAR.

C. It is necessary to provide recommendations or an action response plan for any individual CMAR section within the annual report with a grade of "C" or less, an overall grade point of less than 3.0, or in a year where a Sanitary Sewer Overflow was reported.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The CMAR has been reviewed and staff is hereby authorized to file said report and recommendations.

2. While the City has an overall GPA of 4.00, the City will continue to evaluate its system and take necessary actions to maintain and improve the collection system which may include:

a. Continuation of current system improvements such as manhole rehabilitation, mainline rehabilitation, and upgrades to force mains and lift stations.

b. Continue evaluation of sewer utility collection system energy efficiency and costs related to power for lift station system pumping, in reference to Section 6 of the CMAR.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

_____

Caroline Fochs, City Clerk

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: 5/2/2022 Reporting For: **2021**

Financial Management

1. Provider of Financial Information

Name: Jennifer Engroff

Telephone: (262) 236-2955 (XXX) XXX-XXXX

E-Mail Address (optional):

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2021

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2021

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 45,041.77
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	$ 300,000.00
3.2.3 Adjusted January 1st Beginning Balance		$ 345,041.77
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 0.00

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: 5/2/2022 Reporting For: **2021**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 345,041.77

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? $ 200,000.00

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- ● Yes - If Yes, please provide major project information, if not already listed below.☐☐
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Generator (LS H)	60000	2023
2	Generator (LS K)	60000	2022
3	Generator (LS Q)	60000	2021
4	Annual Manhole Rehabilitation	75000	2022
5	Cedarburg Road Flow Equalization (2270-04-70)	175000	2022
6	Replacement on-site generator (LS V)	60000	2023
7	Tamerline Drive Lift station & force main O Design and Construction	400,000	2023
8	Lift station & force main R Design and Construction	250,000	2024
9	Commercial Sewer Meter Improvements	10000	2021
10	Equipment Replacement - Portable 100kW Generator	150,000	2021
11	Sanitary Main Rehabilitation in Riverdale Park LS F and Riverland Dr LS H areas	300,000	2022
12	Annual Manhole Inspections	25,000	2022
13	Generator (LS P)	60000	2024
14	Lift Station Condition Assessments	25,000	2022
15	Lift Station Condition Assessments	25,000	2023
16	Lift Station Pump Replacment (Various locations)	100000	2021
17	Equipment Replacement - Sewer Maintenance Crew Vehicles (2 Pick-up Trucks)	100000	2030
18	Mequon Road Flow Equalization at w/s STH 57 Intersection	200,000	2026
19	Heritage Estates Siphon Replacement Design Study	25000	2021
20	Replace Ranch Road Lift Station E	5,000,000	2023

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

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Mequon Sewage Collection System

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21	Design to Replace Lift Station E	250,000	2022
22	Sewer Lateral Work in Riverdale Park LS "F" and Riverland Drive LS "H" areas	953,000	2022
23	Fieldwood Drive Lift Station "G" Force Main Improvements	250,000	2023
24	Fieldwood Road Lift Station "T" Design Study Report	25000	2021
25	Design Study Report - Solar Energy Feasibility Evaluation to Offset Lift Station Pump Costs	10000	2021

5. Financial Management General Comments

None

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 23

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	59,081	55
February	45,455	31
March	60,546	42
April	51,414	33
May	54,903	70
June	43,711	90
July	41,656	82
August	40,251	114
September	23,805	67
October	49,019	59
November	38,731	61
December	58,292	99
Total	**566,864**	**803**
Average	**47,239**	**67**

6.1.2 Comments:

none

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

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☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

○ No

● Yes

Year: 2019

By Whom: Arch Electric

Describe and Comment:

Preliminary Feasibility study to evaluate options for utility energy cost offset, including solar installation (pending site selection).

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Continue lift station inspections to verify stations have optimal performance. Continue lift station condition assessments by professional consulting engineers. Replace pumps with more efficient models.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: 5/2/2022 Reporting For: **2021**

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

● Yes
○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

● Yes
○ No (30 points)
○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Comply with WPDES permit for sanitary sewer overflows;
Minimize occurrence of preventable overflows;
Improve and maintain system reliability;
Provide adequate capacity to convey peak flow;
Manage infiltration and inflow; and
Protect collection system worker health and safety.

Did you accomplish them?

● Yes
○ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)
☒ Internal and external lines of communication responsibilities
☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City Ordinance 86-IV

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 1996-11-12

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration
☒ New sewer and building sewer design, construction, installation, testing and inspection
☒ Rehabilitated sewer and lift station installation, testing and inspection
☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
☒ Fat, oil and grease control
☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: 5/2/2022 Reporting For: **2021**

Does your operation and maintenance program and equipment include the following:
- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☒ Others:

City of Mequon Standard Specifications for Land Development

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:
- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☒ Special Studies Last Year (check only those that apply):
- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	18.5	% of system/year
Root removal	0.5	% of system/year
Flow monitoring	20	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	4.9	% of system/year
Manhole inspections	21	% of system/year
Lift station O&M	23	# per L.S./year
Manhole rehabilitation	1.9	% of manholes rehabbed
Mainline rehabilitation	0.5	% of sewer lines rehabbed

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

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Mequon Sewage Collection System

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Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

In 2019, a study was completed that prioritized and identified over 3,000 laterals. Over 300 laterals were evaluated in 2020 with rehabilitation work planned in 2021, along with 500 laterals planned for work in 2022. Lift station condition assessments continued and work is planned. Annual sewer main rehabilitation work was completed in 2021.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

28.17	Total actual amount of precipitation last year in inches
30.8	Annual average precipitation (for your location)
165.67	Miles of sanitary sewer
23	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
21	Number of basement backup occurrences
21	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.04	Sanitary sewer overflows (number/sewer mile/yr)
0.13	Basement backups (number/sewer mile)
0.13	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	1/27/2021 10:30:00 AM - 1/27/2021 2:30:00 PM	5300 W. County Line Road	Broken Sewer, Broken Sewer	1,720
1	8/8/2021 3:00:00 AM - 8/8/2021 5:30:00 AM	11750 N. River Rd	Rain	111,900
2	8/8/2021 2:00:00 AM - 8/8/2021 8:00:00 AM	2020 W. Ranch Rd	Rain	1,080,000

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Last Updated: 5/2/2022 Reporting For: **2021**

3	8/8/2021 2:00:00 AM - 8/8/2021 8:00:00 AM	12439 N. Circle Dr (Riverdale Park Lift Station "F")	Rain	356,400
4	8/8/2021 3:15:00 AM - 8/8/2021 4:45:00 AM	12735 N. Fieldwood Dr.	Rain	59,400
5	8/8/2021 3:00:00 AM - 8/8/2021 4:30:00 AM	2932 W. Riverland Dr	Rain	31,500

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurences in the future?

Sewer Lateral Work to reduce I/I, Sewer Main Rehabilitation (Grouting leaks and Lining deteriorated pipe), Replaced pumps at 4 lift stations to increase pump capacity. Additional pump replacements planned. Lift Station E Condition assessment was completed, near term safety improvements were implemented and planning for station replacement is in progress.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ● Yes
- ○ No

If Yes, please describe:

During wet weather flow rates and lift station pump cycles increase.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ● Yes
- ○ No

If Yes, please describe:

During wet weather flow rates and lift station pump cycles increase.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Continued with sewer mainline and manhole rehabilitation including grouting and lining, and continued with private property inflow and infiltration (PPI/I) reduction program.

5.4 What is being done to address infiltration/inflow in your collection system?

Continued with sewer mainline and manhole rehabilitation including grouting and lining, and continued with private property inflow and infiltration (PPI/I) reduction program.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: 5/2/2022

Reporting For: **2021**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			**4**	**16**
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: 5/2/2022

Reporting For: **2021**

Resolution or Owner's Statement

Name of Governing Body or Owner: City of Mequon Sewer Utility District

Date of Resolution or Action Taken: 2022-06-14

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Attachment: Exhibit A - 2021 CMAR (RESOLUTION 3958 : Compliance Maintenance Annual Report to Wisconsin Department of Natural

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Community Development**

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **June 14, 2022**
SUBJECT: **ORDINANCE 2022-1624 An Ordinance Amending the City Zoning Map, Chapter 58, From R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlays to Allow for A 17-Lot Single Family Residential Cluster Development for the Property Located on the North Side of Donges Bay Road, Approximately 800 Feet West of Wauwatosa Road (Burr Oak Estates)**

Background

The applicant is requesting rezoning and concept plan approval for a 17-lot development on 12 acres on the parcel immediately west of 7626 W Donges Bay Road. The site is currently zoned R-3 (Single Family 1 Acre) and would yield 12 lots. The applicant has an option on purchasing five TDR credits in order to help defray the cost of sewer and water. The site was previously zoned as a TDR receiving site in 2014 as part of the development that included the site to the north which is currently being developed by Veridian Development. Since the applicant no longer had control of the TDR credits and was no longer part of the development to the north, it was rezoned in 2018 to remove the PUD as well as the TDR overlay.

The applicant appeared at the February 28, 2022, Planning Commission meeting for a consultation. The Commission felt that since the five TDR credits have already preserved 25 acres of land, smaller lots and less open space is warranted in this development.

Analysis

The proposed concept plan was updated to include a number of suggestions made by staff and the Planning Commission at the February 28, 2022, meeting. The plan shows 17 lots on the 12-acre site for a density of 1.4 units/acre. The average lot size is 18,399 square feet with a minimum lot size of 14,817 square feet. The plan shows 24.9 percent of the site as preserved open space. The plan shows access from Donges Bay Road and Coneflower Court. The road connection avoids a large specimen tree on the north end of the subdivision. The plan shows a sidewalk on one side of the street that will connect with the sidewalk in the Enclave subdivision and to the asphalt trail between Lots 5 and 6.

The concept plan did not address the previous issue of a wider open space buffer at the west end of lots two and three. Staff recommends that the buffer match the 30-foot width of the rest of the open space perimeter in the development.

Fiscal Impact
The developer states that home/lot packages will be approximately $575,000 with annual tax revenue between $130,000 at full build-out.

Recommendation
The Planning Commission recommended approval by a vote of 8-0 on May 23, 2022

Attachments:
Exhibit A: Zoning Map (PDF)
Exhibit B: Concept Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1624

An Ordinance Amending the City Zoning Map, Chapter 58, From R-3/C-2 to R-3/C-2 with a Transfer of Development Rights (TDR) and PUD (Planned Unit Development) Overlays to Allow for A 17-Lot Single Family Residential Cluster Development for the Property Located on the North Side of Donges Bay Road, Approximately 800 Feet West of Wauwatosa Road (Burr Oak Estates)

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statues, the City of Mequon, is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote made a recommendation of approval on the 23rd day of May 2022.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 12th day of July 2022.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

1. The City of Mequon Zoning Map is hereby amended so as to change the zoning classification of the property illustrated in Exhibit B as R-3/C2//TDR/PUD subject to the following conditions:

. The preliminary plat approval will not go into effect until the relinquishment of 5 TDR credits to the City of Mequon takes place.
. The open space buffer on the west side of Lots 2 and 3 shall be 30 feet.
. An Open Space plan shall be approved by Planning Commission prior to Final Plat submittal.
. Bike/Ped path shall be constructed in accordance with the DOT Bike Path Facilities Handbook.
. Street trees are subject to the approval of the Tree Board and Planning Commission.
. Street lighting, if proposed, is subject to the approval of the planning staff.
. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures", unless deviations are approved by the Planning Commission, and are subject to the Architectural Review Board approval.
. The road name Coneflower Court currently exists. The Preliminary Plat shall include an updated street name.

. The development shall comply with preliminary plat, development agreement, and final plat requirements.
. Extension of the sidewalk to crosswalk on West Donges Bay Road and connection to the path on the south side of West Donges Bay Road.
. The sidewalk at the connection with North Coneflower Drive (north connection) should be revised to eliminate 90-degree turns.
. The development shall connect to public water and sewer with appropriate road reparations where existing pavement is impacted.
. Water main shall be extended along the frontage of the property. Upsized water main and a looped connection to the North Wauwatosa Road and West Donges Bay Road intersection is required. Construction and reimbursement terms for upsizing and the loop will be finalized through the development agreement and water services agreement at preliminary plat approval.
. Sanitary sewer upsizing and minimum depth is required where the sanitary sewer system plan indicates. Construction and reimbursement terms for upsizing will be finalized through the development agreement at preliminary plat approval.
. Sanitary sewer lateral easements between proposed Lots 3 and 4 and Lots 4 and 5 to the property line, as determined by City staff at the time of preliminary plat.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

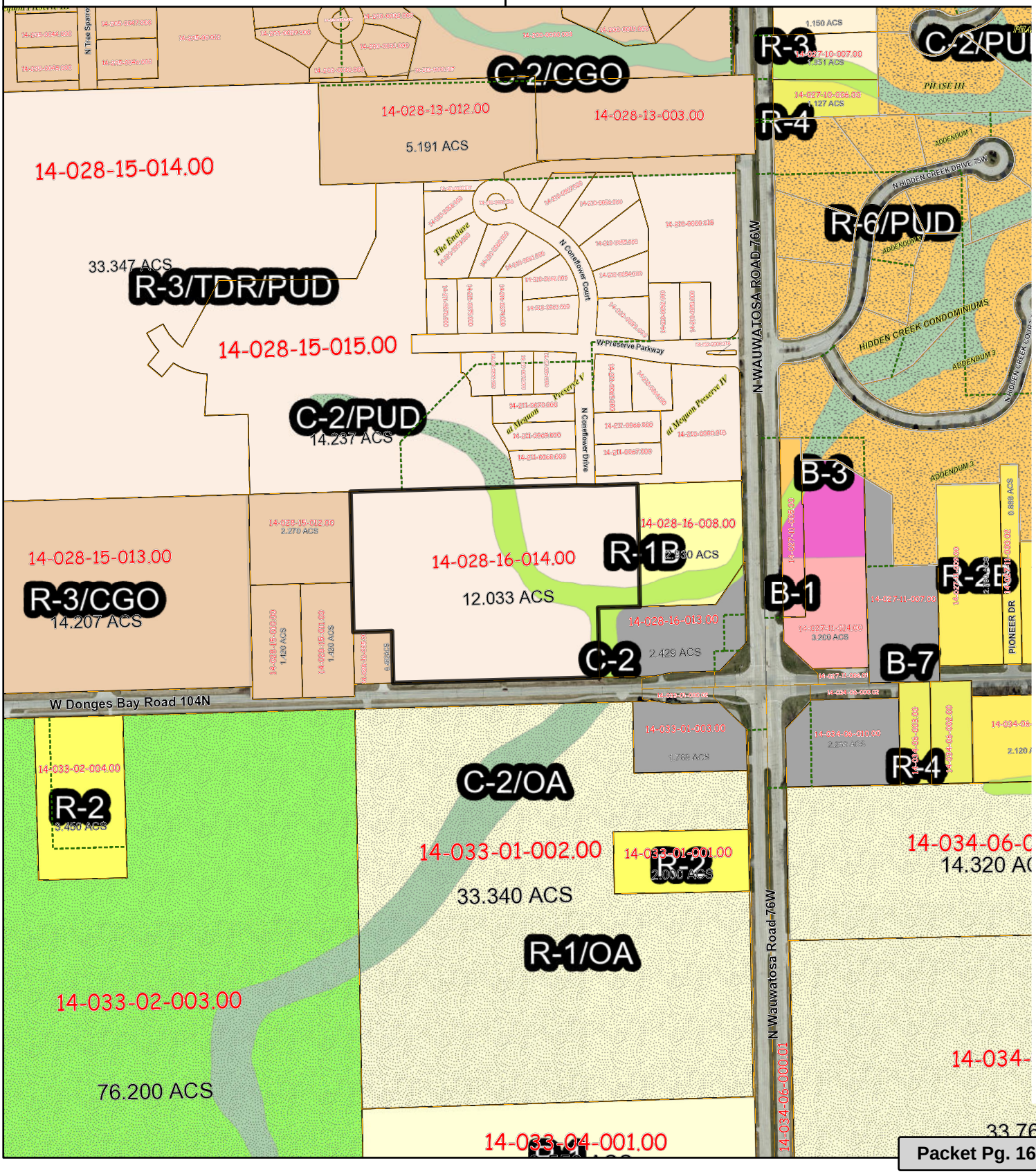
_____

Caroline Fochs, City Clerk

Published: _____

BURR OAK ESTATES

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family Residential (5 Ac. Min.)
B-4	Business Park	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-5	Light Industrial	R-2	Single-Family Residential (2 Ac. Min.)
B-6	Rural Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
C-2	General Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
FW	Floodway	TC	Town Center
IPS	Institutional & Public Service	TDR	Transfer of Development Rights



Attachment: Exhibit A: Zoning Map (ORDINANCE 2022-1624 : Burr Oaks Estates Subdivision PUD / TDR)

DEVELOPER INFORMATION

THE ORCHARDS OF MUKWONAGO, LLC
C/O MIKE KAEREK
11600 W LINCOLN AVENUE
WEST ALLIS, WI 53227
414-321-5300

SITE DATA TABLE

- ZONING: R-3 W/ CGA + TDR OVERLAY

- PROPERTY AREA: 524,141 SF (12.03 ACRES)
- PROPOSED # OF LOTS: 17
- TOTAL ROAD LENGTH: 1,430 LF

- MAXIMUM LOT SIZE: 23,152 SF (0.53 AC)
- MINIMUM LOT SIZE: 14,817 SF (0.34 AC)
- AVERAGE LOT SIZE: 18,399 SF (0.42 AC)

- SETBACKS:
  - FRONT: 30 FEET
  - SIDE: 15 FEET
  - REAR: 20 FEET
- MIN. LOT SIZE: 0.33 ACRES
- MIN. LOT WIDTH: 85 FEET
- MIN. BUFFER WIDTH: 30 FEET

- OPEN SPACE ACREAGE: 130,404 SF (2.99 AC)
- OPEN SPACE %: 24.9%

EXISTING LOT
EXISTING LOT
EXISTING TRAIL FROM NORTH
HIGH PRESSURE GAS MAIN EASEMENT
R.O.W.
EXISTING BURR OAK TO REMAIN
30.0' WIDE OPEN SPACE BUFFER EASEMENT
TRAIL
OUTLOT
10' WETLAND BUFFER
10' WETLAND BUFFER
1 22,521 SF
2 16,174 SF
3 17,660 SF
4 17,460 SF
5 22,254 SF
6 17,837 SF
7 23,143 SF
8 17,130 SF
9 14,817 SF 60'x60' PAD
10 16,411 SF 60'x60' PAD
11 14,919 SF 60'x60' PAD
12 23,152 SF
13 17,608 SF
14 16,335 SF
15 19,666 SF
16 19,158 SF
17 16,550 SF
O.L. 3,024 SF
O.L. 69,020 SF
O.L. 61,384 SF
O.L. 1,288 SF
NORTH CONEFLOWER DRIVE
WEST CONEFLOWER COURT
STORM RAIN GARDEN
STORMWATER POND
OUTLOT
HIGH PRESSURE GAS MAIN EASEMENT
VISION TRIANGLE
VISION TRIANGLE
30.0' WIDE OPEN SPACE BUFFER EASEMENT
STRIPE CROSSWALK ACROSS DONGES BAY ROAD
W Donges Bay Rd
ges Bay Rd

NORTH

GRAPHICAL SCALE (FEET)
0 1" = 40' 80'

BURR OAK ESTATES- CONCEPT SITE PLAN

03/30/2022

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM |

PLAN | DESIGN | DELIVER

PEGJOB# 221.00,

Attachment: Exhibit B: Concept Plan (ORDINANCE 2022-1624 : Burr Oaks Estates Subdivision PUD / TDR)

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Community Development**

TO: **Common Council**
FROM: **Kim Tollefson, Director of Community Development**
DATE: **June 9, 2022**
SUBJECT: **ORDINANCE 2022-1618 An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools**

Please see attached memo by City Attorney Sajdak.

Attachments:
Memo re Swimming Pool Ordinance (PDF)
Pool Ord A - How Regulations Are Changing For Pool Automatic Safety Covers - Latham Pool (PDF)
Pool Ord B - Fw Additional Pool cover information (PDF)
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COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1618

An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools

RECITALS

A. The Common Council previously adopted the Wisconsin Uniform Building Code which, among other things, regulates the installation of swimming pools.

B. According to the Centers for Disease Control and Prevention (CDC), drowning is the leading cause of unintentional death for 1- to 4-year-old children - each year, nearly 300 children under age 5 drown in swimming pools.

C. The Common Council, having reviewed the regulations related to such installations, has determined that the City should adopt specific standards related to the installation of residential swimming pools to allow for the use of automatic safety covers in lieu of fences.

D. The regulation of the installation of residential swimming pools furthers the health, safety and welfare of the community.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

10-26 - Residential Swimming Pools.

No person shall construct, install or enlarge a residential swimming pool not enclosed in a permanent building within the city except in accordance with the following regulations.

(a) Definitions.

(1) "Swimming pool" means any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent and either above or below the ground, in which water more than 18 inches deep is contained and which is used primarily for the purpose of bathing or swimming. "Swimming pool" includes a spa, hot tub, and temporary pool unless otherwise specifically excluded within this section.

(2) "Temporary pool" means any swimming pool that has a surface area of less than 314.159 square feet (20-foot diameter) which is installed for any length of time less than four (4) months and which is installed after May 1 and removed by September 30 in the same year.

(3) “Power safety cover” means a barrier which can be placed over the water area of a pool that provides a high level of safety for children under the age of five by inhibiting their access to the water which meets the following minimum qualifications:

a. Static Load - the power safety cover shall hold a minimum weight of 485 pounds, irrespective of the width or diameter of the pool.

b. Operating switch - the switching device shall be:

i. located a minimum of five (5) feet above the ground or surface below such switching device; and

ii. locked in a secure enclosure, or operated by a key or touchpad.

c. Except as provided above, the power safety cover shall be certified to meet the minimum qualification criteria for a Power Safety Cover as specified in American Society for Testing and Materials (ASTM) specification 1346-91.

(4) “Decorative” as applied to fences means that a fence is made of PVC, wrought iron, or aluminum pickets, or is a painted or stained shadow-box or board-on-board type fence, or similar design as approved by the Department of Community Development. Decorative shall not include chain link, snow or other temporary fencing.

(b) Permit.

(1) Required. No person shall construct, install, enlarge or alter any private swimming pool, including changing any fence or safety device, unless a permit therefor has first been obtained from the Building Inspector. A temporary pool shall be exempt from this permit requirement.

(2) Application. The following information shall be required:

a. Survey or accurate drawing of the property, in duplicate, showing all existing structures, proposed swimming pool or spa location, fencing if required, and overhead or underground electrical wiring.

b. Type of pool installation, above ground or in-ground.

c. Pool height above highest point of grade if above ground installations.

d. Type and height of fence, if proposed.

e. Type and support of decking, if proposed.

f. Type and location of safety features to be installed, if proposed.

g. Overall size and locations of the above in regard to existing buildings and lot lines for property survey reference.

h. Any change in finished grade near pool.

i. County Health Department approval for properties using a private septic system, where applicable.

j. Site inspection letter from a local wiring utility.

k. Two (2) copies of brochure which shows the type, style, etc. of the swimming pool and safety features to be installed.

(c) Construction Requirements.

(1) No swimming pool shall be located, erected, constructed or maintained within any front yard or closer to any side or rear lot line than allowed by Chapter 58 for permitted accessory structures, and the waterline of any swimming pool shall not be less than 4 feet from any lot line, wall, fence, structure or building.

(2) No connection shall be made to the sanitary sewer or septic system.

(3) Gaseous chlorination systems shall not be used for disinfecting swimming pool waters.

(4) Swimming pools shall be located from well and septic systems in accordance with the Wisconsin State Plumbing Code, Wis. Admin. Code § SPS 383.

(c) Fences or Other Safety Measures.

(1) All non-temporary swimming pools not enclosed within a permanent building shall be completely enclosed by a decorative fence of sufficient strength to prevent access to the swimming pool, not less than four (4) feet in height and so constructed as not to have voids, holes or openings larger than four (4) inches in one dimension. No fence shall be located, erected, constructed or maintained closer than four (4) feet to a swimming pool. Gates or doors shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use. Latches shall be located at least three (3) feet above the ground, accessible deck or stairs. Temporary non-decorative fencing may be approved by the Department of Community Development for a

period not to exceed 30 days where necessitated by construction and or safety concerns.

(2) The wall of the house or building facing a swimming pool may be incorporated as a portion of the fence required under paragraph (1) above provided that the swimming pool is equipped with at least one of the following:

a. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

b. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”

c. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(3) In lieu of a fence under paragraph (1) above, a swimming pool may utilize a power safety cover provided that such cover is in working order, is closed at all times where the pool is not in use by, or under the outdoor supervision of, a responsible individual of at least 14 years of age, and that the pool is also equipped with:

a. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

b. And at least one of the following:

i. Removable mesh fencing that meets the standards of ASTM Specification F2286 in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

ii. Exit alarms on all doors within a residence that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”

iii. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on all doors of a residence providing direct access to the swimming pool or spa.

(4) Above ground swimming pools with platforms and railings that are four (4) feet or more in height above ground and temporary pools are not required to be enclosed as provided in paragraph (1) above; however, all ladders and stairways providing access to such swimming pools shall be removed from the swimming pool or shall be adequately fenced and fitted with gates or folded up and locked to prevent entry when the swimming pool is not in use.

(5) Spas and hot tubs are exempt from the fence requirement under paragraph (a) above provided that such spa or hot tub has a locking safety cover which is certified to meet ASTM specification 1346-91 and which shall be in place and locked when the hot tub or spa is not in use.

(d) Electrical Requirements. All electrical installations shall require separate permits and shall be governed by the City or State Electrical Code.

(e) Pool Lights. If overhead flood or other artificial lights are used to illuminate the swimming pool at night, such lights shall be shielded to direct light only on the swimming pool.

(f) Swimming Pool Decks. All decks shall be constructed in accordance with the Uniform Building Code. Decking shall be considered an integral part of the swimming pool and shall comply with the applicable setback dimensions per the local zoning code.

(g) Drainage. In no case shall any swimming pool be drained onto lands of property owners other than the owner of the swimming pool. Drainage from said lot shall be in accordance with city code.

(h) Use of Swimming Pool. No swimming pool shall be so operated as to create a nuisance, a hazard or an eyesore or otherwise to result in a substantial adverse effect on neighboring properties.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This Ordinance shall become effective the day after its publication as provided by law.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

_____
Caroline Fochs, City Clerk

Published: _____

City of Mequon

Private Office:
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church Street
Franklin, WI 53132

www.ci.mequon.wi.us

Office of the City Attorney

TO: **Common Council**
FROM: **Brian C. Sajdak, City Attorney**
DATE: **June 8, 2022**
RE: **Swimming Pool Regulations**

June Update

Following last month's meeting, two aldermen have requested that the proposed ordinance be returned to the Council's agenda for potential reconsideration. This request was made in part because of some additional information to be provided. The information provided is included in the packet (five items immediately behind this memo). Note that the request was only to place the item on the agenda for potential reconsideration. At the meeting, and pursuant to the Muncipal Code, an alderman in the majority (in this case, one of the alderman that voted no on the proposed ordinance) would have to make the motion to reconsider. The second of that motion may be made by any member irrespective of their original vote. If the motion to reconsider passes, the effect is to remove the vote and return the discussion on the floor to the motion pending at the time of the vote. From there, any standard action with respect to the motion can be made (amend, table, etc.). By placing it on the agenda, should a motion for reconsideration be made and pass, then the Council will be able to address the ordinance immediately without having to wait until next month to place it on the agenda for action.

Background

The City presently adopts the Wisconsin Uniform Building Code with respect to the installation of swimming pools. The Code requires fences for all non-temporary pool installations. A resident has approached the Public Welfare Committee to request that the City consider amending its code to allow for power safety covers in lieu of fences for residential pools. Following discussion at its December meeting, the Committee requested that I prepare a proposed ordinance to allow for a power safety cover to be used as an alternative to a fence. Further, the Committee also discussed that there are not many standards for pools with fences and that the regulations should be more consistent.

At the April Public Welfare Committee, it was clarified that the regulations would apply only to newly installed pools, or existing pools where safety measures were going to be changed (e.g., a fence removed in favor of an automatic safety cover). Further, at the Committee's recommendation, if this ordinance is adopted, staff will circulate the new rules in the weekly bulletin and social media to make owners of existing pools aware of the requirements – not because they are required to comply, but so that people are aware and choose to update their pools if they desire. The Committee unanimously recommended the ordinance as presented for approval.

Attachment: Memo re Swimming Pool Ordinance (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

Discussion

According to the Centers for Disease Control and Prevention (CDC), drowning is the leading cause of unintentional death for 1- to 4-year-old children. Each year, nearly 300 children under age 5 drown in swimming pools. Many of these young victims could be saved if homeowners fenced in their pools completely and installed gates with self-closing and self-latching devices. For childproofing pools, the CDC follows the guidelines of the U.S. Consumer and Product Safety Commission (CPSC).[1]

The CPSC published Safety Barrier Guidelines for Residential Pools, a set of guidelines written to prevent injuries and deaths around pools.[2] These guidelines center on keeping children from entering the pool area when unaccompanied by a supervising adult. The CPSC concludes that fences provide the best level of protection. When it considered power safety covers, the CPSC notes that they would be beneficial for adding an additional layer of protection.

Notwithstanding the CSPC's recommendation, the International Code Council (ICC) and the Association of Pool & Spa Professionals (APSP) developed a set of swimming pool-related building codes called the International Swimming Pool and Spa Code (ISPSC). The 2015 version of the ISPSC allows for an automatic power safety cover in lieu of a fence for all inground pools and spas.[3] As of February 2022, 14 states have adopted the ISPSC for use state-wide and 19 states have adopted the ISPSC for use as determined by local authorities. Wisconsin has not adopted the ISPSC in any capacity for state-wide use. With that said, there are a handful of municipalities across the state of Wisconsin that have allowed for automatic power safety covers.

To be clear, staff's recommendation is that power safety covers alone should not be allowed. The available date shows that fences provide the best level of safety in all circumstances. Further, enforcement becomes a challenge. With a fence, it is easy to determine whether the fence is solid and without gaps, whether the gate has closed and/or whether the latch is working. With power safety covers, there is significant grey area. Certainly, it can be determined whether the cover is operation or not, just as you can determine whether the latch works. However, the latch is required to be self-locking – it works automatically. A power safety cover does not close automatically. It needs to be operated by the physical controls. Accordingly, staff cannot ensure that the cover is actually used. An owner could install a power safety cover and then proceed to leave it open 24-7, which provides zero protection from drownings. The proposed ordinance includes the requirement of additional safety measures when using a power safety cover, but these safety measures are designed to be secondary to physical access restrictions like a fence.

Based upon discussion at the Committee, an operation requirement was also added. And following last month's discussion at Council that requirement was amended slightly in the draft presented for your consideration. The proposed ordinance requires that a power safety cover be "closed at all times where the pool is not in use by, or under the outdoor supervision of, a responsible individual of at least 14 years of age." This would address situations raised by the Committee where either (a) there are teenage children using the pool without adult supervision or

[1] https://www.cdc.gov/nceh/publications/books/housing/cha14.htm
[2] https://www.poolsafely.gov/wp-content/uploads/2017/08/Safety-Barrier-Guidelines-Pub-2017.pdf
[3] https://codes.iccsafe.org/content/ISPSC2015/chapter-3-general-compliance

Attachment: Memo re Swimming Pool Ordinance (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

(b) the pool is being "used" for aesthetic or other purposes (e.g., where a party is being held on the property, but nobody is actively swimming because they are eating, sunbathing, relaxing, etc.) but is still supervised. However, as discussed at Committee, these operational requirements are difficult to enforce. If a neighbor calls and says there is no responsible individual present, staff would need to physically observe the lack of a responsible individual before a citation could be issued. Identifying whether a "responsible individual" is present at any specific point in time is virtually impossible, which makes the requirement effectively aspirational as opposed to something that can be enforced. Staff continues to believe that fencing is the best alternative.

One part of the discussion from December's meeting addressed the situations where a pool has a fence on three sides but uses the wall of the residence for the fourth enclosing side. One of the purposes of regulating pool safety is to prevent neighboring children from drowning by being drawn to an unattended pool (the so-called attractive nuisance). However, recognize that one CSPC study found that some 75% of incidents involve pools owned by the victim's family. Accordingly, the proposed ordinance also includes language addressing this circumstance and requires additional safety features to address the risk posed in these circumstances.

At last month's Council meeting, the need to better define the standards for power safety covers was discussed. To address this request, the proposed code still requires certified compliance with ASTM specification 1346-91 except in two areas. First, The ASTM specification has two different standards for static load depending on the width of the pool. For clarity, and to provide a level of safety for emergency response personnel, the proposed code adopts a singular load requirement of 485 pounds for all pools no matter their width. This will help ensure, for example, that firefighters who are walking through the rear yard in the winter do not fall through a cover by ensuring the power safety cover supports the weight of two adults with gear. Second, the. ASTM standard has a wide range of standards for the control switch for a power safety cover. Again, to ensure clarity and improve safety, the proposed code sets a single standard that the switch be located at least 5 feet above ground and also that it be locked with a key or touchpad/code.

The CPSC acknowledges that "[b]arriers are not childproof, but barriers do provide layers of protection for a child when there is a lapse in adult supervision." Therefore, the City's code should ensure that there are appropriate levels of protection surrounding a pool for children. Because fences appear to provide the best protection, the proposed ordinance defaults to requiring a fence. However, it also provides the opportunity to utilize a powered safety cover provided that the pool is also equipped with an alarm and one additional safety measure.

Lastly, two questions from the Council discussion last month should be addressed. First, as I indicated at the meeting, this code does not trump any subdivision covenants and homeowner's/liability insurance requirements may dictate more stringent protection than any code requirements. Owners would be wise to confirm both prior to installing a pool. Second, the proposed code does require a pool permit for installation or for changing the safety features of the pool. Thus, if an owner of and existing pool with a fence wanted to replace the fence with an automatic safety cover, a permit would be required. The Council should establish a fee for that permit if the ordinance is adopted.

Select Language »

ENJOY COVERS • POOL SAFETY

How Regulations Are Changing For Pool Automatic Safety Covers

July 5th, 2019 by Mark Smith

Pool Automatic Safety Covers: Helping You Achieve Your Top Priority

While swimming pool ownership is about family, friends, and fun, there are a number of responsibilities that come with it as well. You're responsible for opening and closing your pool properly and for keeping it well-maintained throughout pool season if you want to avoid costly repairs.

But perhaps the most important responsibility you have is ensuring that children — especially young children — don't get access to the pool unless they are with an adult. According to the U.S. Consumer Product Safety Commission (CPSC), the majority of deaths and injuries in pools and spas involve young children ages 1 to 3 and occur in residential settings. Not only do you have a moral obligation to prevent these tragedies, you have a legal one as well.

A New Respect for Automatic Safety Covers

When pool automatic safety covers first came on the market a while back, government entities were understandably unsure what to make of them. They were welcomed as another form of barrier and clearly held the potential for improving pool safety. However, it would take some time for municipalities to become familiar with — and comfortable with — just how good a deterrent automatic safety covers are.

Attachment: Pool Ord A - How Regulations Are Changing For Pool Automatic Safety Covers - Latham Pool (ORDINANCE 2022-1618 :

Until then, the existing swimming pool barrier guidelines would remain in place. For example (consult your local government for regulations in your area), things like:

- Fences four feet high (and ideally higher)
- No handholds or footholds in the barrier construction
- Spacing between vertical slats of no more than 1.75 inches
- Mesh size of no greater than 1.25 inches on chain link fences
- Etc.

However, in recent years, some jurisdictions have begun including automatic safety covers in their regulations. In fact, they are deemed as effective as fencing and can be used instead of it in some scenarios. (See more information below, and also please get specifics from your local government.)

What are the Regulations Where You Live?

The regulations regarding pool barriers differ by municipality and are subject to change. However, a partnership between the International Code Council (ICC) and the Association of Pool & Spa Professionals (APSP) developed a set of swimming pool-related building codes called the International Swimming Pool and Spa Code (ISPSC) that many municipalities, and entire states in some cases, are adopting.

There are two versions of the code. The 2012 version allows an automatic pool cover in lieu of a fence for inground spas only. The 2015 version allows for an auto cover in lieu of a fence for all inground pools and spas. As an example of how the code is being adopted, here are the states that have put it into effect as of April 2019 (always check with your state or municipality for the latest information):

Mandatory Adoptions

- Georgia
- Louisiana
- Massachusetts
- Michigan
- Montana
- New Jersey
- Virginia
- Washington
- Washington, D.C.
- West Virginia

Optional Adoptions

- Alabama
- Arizona
- California
- Colorado
- Illinois
- Oklahoma
- South Carolina

Attachment: Pool Ord A - How Regulations Are Changing For Pool Automatic Safety Covers - Latham Pool (ORDINANCE 2022-1618 :

- Tennessee
- Texas
- Wyoming

Source: ISPSC Adoption Status Report 04-01-2019

While we can't advise you on the laws affecting your swimming pool, we can tell you all about pool automatic safety covers. The independent Latham Independent Builder in your area would be happy to talk with you about your needs and how our covers and other products can help you meet them.

MEET OUR EXPERT

Written by Mark Smith

With more than 15 years of experience at Coverstar, Mark is the autocover expert and Product Manager for Automatic Safety Covers at Latham. In his free time he enjoys camping, hiking and exploring the nation's beautiful national parks with his family.

Join the discussion

Leave a Reply

Your email address will not be published. Required fields are marked *

Comment *

Name *

Email *

Attachment: Pool Ord A - How Regulations Are Changing For Pool Automatic Safety Covers - Latham Pool (ORDINANCE 2022-1618 :

From: **Mark Gierl** mgierl@ci.mequon.wi.us
Subject: Fw: Additional Pool cover information
Date: June 3, 2022 at 7:43 AM
To: Brian Sajdak brian@wrslegal.net, mgierl@sbcglobal.net

MG

From: Amber Schroeder <pt.amber@gmail.com>
Sent: Thursday, June 2, 2022 7:09 PM
To: Mark Gierl <mgierl@ci.mequon.wi.us>
Subject: Additional Pool cover information

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Are automatic pool covers safe??

The answer is yes! A Pool Cover Specialists® automatic swimming pool cover is certified to meet or exceed the following Safety Certifications & Codes:

1. ASTM (American Society for Testing and Materials) pool cover safety standard ASTM F1346-91 (2010)
2. ICC (International Code Council) Safety Code ISPSC 305.1 (International Swimming Pool & Spa Code)
3. IAPMO (International Association of Plumbing & Mechanical Officials) Safety Code IAPMO 415.1.3
4. ASHRAE (American Society of Heating, Refrigerating, and Air-Conditioning Engineers), ANSI (American National Standards Institute) Safety Code ANSI/ASHRAE/IES 90.1
5. CPSC (Consumer Product Safety Commission) Approved Safety Barrier

What makes a Pool Cover Specialists® automatic swimming pool cover so safe?

Besides meeting all the safety certifications and being code compliant, automatic swimming pool covers are an "Isolation" Barrier, which unlike other barriers such as fences...an automatic swimming pool cover actually isolates the pool water from

the pool deck and its surroundings. This “Isolation” of the water removes all the temptation for children who, with other safety devices can still see and be enticed by the pool water. Also, ASTM certified automatic swimming pool covers are sealed on all 4 sides of the pool making it almost impossible for a young child to climb over or under the cover to get to the water.

Several Major States (Florida, California, Indiana) now recognize ASTM compliant “Automatic” or “Powered” swimming pool covers as “Stand Alone Barriers” due to their ability to be an isolation barrier…not to mention…pool covers also save energy and water. Safety and Savings all in one barrier…a Pool Cover Specialists® automatic swimming pool cover provides unparalleled safety, savings and convenience!

As per the CPSC: Barriers are not childproof, and nothing takes the place of adult supervision…but certain types of barriers provide layers of protection for a child who strays from supervision. Barriers give parents additional time to locate a child before the unexpected becomes a reality. Automatic Swimming Pool Covers actually seal the pool, not just add a deterrent to go around, they “isolate” the water from the pool deck.

Attachment: Pool Ord B - Fw Additional Pool cover information (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

The CPSC and Pool Cover Specialists® both recommend multiple layers of protection for your pool, with an automatic swimming pool cover being at the top of our list as one of the best safety Barriers. We feel that it is very important for you to know that all safety devices are not equal! So, if you are considering one or more of the CPSC's recommended safety options, here are some facts you should know:

ALL Pool Cover Specialists® automatic swimming pool covers, sometimes referred to as "Isolation barriers" provide the best level of protection in that they:

a. isolate the water itself,

b. support the weight of several adults (Pool Cover Specialists® Infinity 4000™ has had over 4200 pounds on a pool cover),

Attachment: Pool Ord B - Fw Additional Pool cover information (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

c. can be closed or opened in seconds (when running into the house for a moment or before moving to another part of the yard for continued festivities.

d. In addition, unlike a partially-closed gate, from a considerable distance, it is possible to observe whether or not an automatic cover has been fully extended over a pool. And since an automatic cover isolates (hides) the water from view, the natural attraction that water poses to most children is eliminated.

How effective is an automatic swimming pool cover in helping to prevent children from

Attachment: Pool Ord B - Fw Additional Pool cover information (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

drowning?

1. To our knowledge, although hundreds of thousands of ASTM certified automatic swimming pool covers have been installed worldwide over the past 60 years…there have only been a handful of accidents, drowning's or near drowning's recorded with an automatic swimming pool cover that is closed and functional. Compare that to ALL other safety devices and you will find there is simply NO comparison!

2. A perimeter safety fence or wall. Fences provide a degree of protection in that they, at least, slow down an inquisitive child who has made up their mind to access the pool by stacking furniture, using a device to "flip" a gate latch, or finding some other creative way to get to a pool. The main issue associated with pool fences is that a fence isolates the "Pool Deck" not the "Pool Water" itself and, from a distance, it may be impossible to tell whether a partially closed gate is actually latched.

In addition, if your house is the fourth side of your pool fence, the fence may not help at all. There have been several studies on Fences and their effectiveness in helping to prevent drowning, in all the studies we found, they show that fences are a good deterrent but if the gate is open, latch is broken, or the child simply climbed over…fences provided little help. Here are several studies: Drowning Interventions, Pool Fencing … Official Journal of the American Academy of Pediatrics show fences may only give a 19% better rate of protection than not having a fence

3. Door alarms for the house and a sophisticated pool-alarm system. Sophisticated Pool Alarms that utilize infra-red technology and sound a warning when an object disturbs the surface of the water, certainly help, but false alarms are common and drowning statistics reveal a couple of frightening facts:

a. it only takes seconds for a child to drown and

b. in the majority of instances, the time in which drowning victims five years of age and under were away from adult supervision was less than five minutes.

Attachment: Pool Ord B - Fw Additional Pool cover information (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

Based on all of the above...automatic swimming pool covers are one of the safest items you can add to your swimming pool.

Attachment: Pool Ord B - Fw Additional Pool cover information (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

From: **Mark T Gierl** mgierl@sbcglobal.net
Subject: Fw: pool covers
Date: June 3, 2022 at 7:45 AM
To: brian@wrslegal.net, g mgierl@sbcglobal.net

MG

----- Forwarded Message -----
From: Amber Schroeder <pt.amber@gmail.com>
To: Mark T Gierl <mgierl@sbcglobal.net>
Sent: Thursday, June 2, 2022, 07:21:37 PM CDT
Subject: pool covers

Cottage Grove (dane county) recently amended their ordinance:

ORDINANCE 05-2021 AMENDING CHAPTERS 325 VILLAGE OF COTTAGE GROVE MUNICIPAL CODE The Village Board for the Village of Cottage Grove, Dane County Wisconsin, does hereby ordain as follows: SECTION I. – BACKGROUND RATIONALE The Village of Cottage Grove's Ordinance Review Committee has reviewed the Village's ordinances related to swimming pool safety devices in response to a resident inquiry about new safety technology that were not addressed in the current ordinance.
1. As currently written all pool require fences as described by 325-88.
2. The current ordinance does not address automated pool covers that can make a pool inaccessible when not in use.
3. An automated pool cover can help protect children who live on the same property as the pool, who may be able to enter the pool area from the home and already within a fence.
4. The direction from the Ordinance Committee is give the homeowner discretion to determine the best safety device for their needs. SECTION II. – CURRENT AND AMENDED LANGUAGE Section 325-88(J) currently reads: "J. Pool fences. (1) In-ground pools. All outdoor, in-ground swimming pools shall have a fence or other solid structure not less than five feet in height completely enclosing the pool with no opening therein (other than doors or gates) larger than four inches in a horizontal dimension. Fences with horizontal openings larger than four inches will be permitted if the vertical openings in the fence are not greater than one inch and the fence is considered by the Building Inspector to be nonclimbable. All gates or doors opening through the enclosure shall be kept securely closed and locked at all times when the pool is not in actual use. Gates shall be equipped with self-closing hinges and a latch that is intended to discourage unauthorized entry by small children. (2) Aboveground pools. (a) An approved barrier shall consist of a solid wall of durable material of which the pool itself is constructed and shall extend directly above the vertical water-enclosing wall of the pool. Such walls shall extend not less than three feet above the level of the ground immediately adjacent to the pool. Such solid pool wall barrier shall not be located within six feet of any other wall or fence or other structure which can be readily climbed by children. Every entrance to a pool, such as a ladder, must be secured or adequately safeguarded to prevent unauthorized entry into the pool. (b) The pool enclosure may be omitted where portable pools are installed above ground and have a raised deck around the entire pool perimeter with an attached enclosed railing a minimum of 48 inches high on the top." Section 325-88(J) shall be amended to read as follows: "J. Pool fences. (1) See 325-93." Section 325-93 shall be created to read as follows: (1) In-ground pools. All outdoor, in-ground swimming pools shall have one or more of the following safety features: (a) Fence or other solid structure not less than five feet in height completely enclosing the pool with no opening therein (other than doors or gates) larger than four inches in a horizontal dimension. Fences with horizontal openings larger than four inches will be permitted if the vertical openings in the fence are not greater than one inch and the fence is considered by the Building Inspector to be non-climbable. All gates or doors opening through the enclosure shall be kept securely closed and locked at all times when the pool is not in actual use. Gates shall be outward opening and equipped with self-closing hinges and a latch placed at least 54" from the bottom of the gate that is intended to discourage unauthorized entry by small children. All fences shall comply with the requirements in Chapter 325-88. (b) Power safety cover and a subsurface disturbance sensor alarm. Pool safety covers shall conform to the specifications in ASTM F 1346-91 that specifies safety performance requirements for pool covers.

Attachment: Pool Ord C - Fw pool covers (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

Such covers shall be well-maintained, fully operational at all times, and shall be securely fastened in place at all times when the swimming pool is not in actual use for swimming or bathing purposes. Power safety cover control devices shall use a key/code switch and be installed minimum 54” from the ground to be kept out of the reach of small children. The subsurface disturbance sensor alarm shall be kept in working order, equipped with a loud and distinct exterior alarm and a remote alarm feature that will sound inside the residence. Such alarm shall be activated at all times when the swimming pool is not in actual use for swimming or bathing purposes.

Attachment: Pool Ord C - Fw pool covers (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

From: **Mark T Gierl** mgierl@sbcglobal.net
Subject: Fw: Great article on changing the by laws
Date: June 3, 2022 at 7:46 AM
To: brian@wrslegal.net, g mgierl@sbcglobal.net

MG

----- Forwarded Message -----
From: Amber Schroeder <pt.amber@gmail.com>
To: Mark T Gierl <mgierl@sbcglobal.net>
Sent: Thursday, June 2, 2022, 07:34:40 PM CDT
Subject: Great article on changing the by laws

This is a long article written to convince a municipality in Australia to adapt new bylaws regarding auto covers-(60 pages) but contains some great information, I included some screen shots from it below:

https://northsaanich.civicweb.net/document/7674/

Research has shown that four-sided isolation fencing is far from the cure-all that some have proclaimed. The fence is only as effective as its gate, and gates are too frequently left ajar. The false sense of security that often results with its exclusive use is a dangerous option that we cannot endorse. Therefore, we strongly advocate that four-sided fencing should not be made compulsory. Other equally effective alternatives should be allowed and additionally promoted. The layered approach is clearly the "best practice" approach moving forward.

I would also like to add that there are differing views even with Municipal Staff. One building inspector who works for the Municipality helped draft Langford's bylaw. This gentleman agrees with my position that the perimeter fencing and three sided fencing is ineffective in reducing residential drowning. He also agrees that the pool safety cover should be allowed as an alternative.

Summary

- This issue revolves solely around the need to protect children resident in the home or visiting the home.
- Studies clearly show that perimeter and three-sided fencing is ineffective in reducing residential drownings. Less than three percent of drownings are trespass drownings. Three sided fencing is also ineffective, that is why the CPSC and ASTM insist on pool alarms or pool covers as the effective safety barrier. The BC Coroners report supports the view that three sided fencing is ineffective.
- Studies clearly show that isolation fencing, with self latching gates, are not as effective as once thought due to self latching gates being defective or being left open. It would also require vigorous bylaw enforcement.
- The CPSC and ASTM recommend only three types of barriers isolation fencing, alarms or powered safety covers meeting the ASTM standards. Canada is a member of ASTM, we use the standard extensively. Health Canada has praised CPSC for setting standards for public safety.
- Other Municipalities are accepting pool covers as an alternate to fencing.
- I have clearly shown that the CPSC and ASTM position is that powered safety covers can be used as an alternative to fencing.

Attachment: Pool Ord D - Fw Great article on changing the by laws (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text

- The issue of the cover being left open, and the risk associated, is no different that the self latching gate being left open or not repaired, numerous studies have confirmed this.

Research has shown that four-sided isolation fencing is far from the cure-all that some have proclaimed. The fence is only as effective as its gate, and gates are too frequently left ajar. The false sense of security that often results with its exclusive use is a dangerous option that we cannot endorse. Therefore, we strongly advocate that four-sided fencing should not be made compulsory. Other equally effective alternatives should be allowed and additionally promoted. The layered approach is clearly the "best practice" approach moving forward.

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- Studies clearly show that perimeter and three-sided fencing is ineffective in reducing residential drownings. Less than three percent of drownings are trespass drownings. Three sided fencing is also ineffective, that is why the CPSC and ASTM insist on pool alarms or pool covers as the effective safety barrier. The BC Coroners report supports the view that three sided fencing is ineffective.
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- The CPSC and ASTM recommend only three types of barriers isolation fencing, alarms or powered safety covers meeting the ASTM standards. Canada is a member of ASTM, we use the standard extensively. Health Canada has praised CPSC for setting standards for public safety.
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Attachment: Pool Ord D - Fw Great article on changing the by laws (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text

Print Close

Kansas father and son honored for saving 4-year-old boy with autism from drowning

By Paul Best

Published May 30, 2022

Fox News

The City of Lawrence, Kansas, honored a heroic father-and-son duo who saved a 4-year-old boy with autism from drowning in an apartment complex's pool earlier this month.

The little boy, Xavier Rigney, briefly got out of his mother's sight and somehow made his way through a locked fence before jumping into the pool.

"His head goes completely under the water. His mouth and nose never come up above the water, and that's why we say they don't have the ability to scream," Lawrence-Douglas County Fire Medical Lt. Jeff Krall, a paramedic who lost a child of his own in 2008, explained at a press conference. "What you see with his arms, you see just a little bit of movement, we call it climbing, they're trying to climb out of the water."

Tom Westerhouse jumped a 6-foot fence, pulled the 4-year-old boy out of the water, then started performing CPR. (City of Lawrence, Kansas)

Maddox Westerhouse, 12, saw Xavier drowning and ran to get his dad, Tom, from their nearby apartment.

"My friends were yelling at me to go get help and I just went like, 'Oh no,' and ran," Maddox said.

UTAH HIKER RESCUED AFTER SLIPPING ON ICE, 'CLIFFING OUT,': 'LUCKY TO BE ALIVE'

Tom sprang into action, jumping the 6-foot fence then into the pool to pull Xavier out and start performing CPR.

"When he started to cough up water and everything, I knew that was a good sign," Tom said, noting that he took a CPR course over 15 years ago but the training came back to him in the moment. "It definitely hits home a lot harder having a son myself."

Attachment: Pool Ord E - Kansas father and son honored for saving 4-year-old boy with autism from drowning (ORDINANCE 2022-1618 :

next
Image 1 of 2
Tom and Maddox Westerhouse were honored by the City of Lawrence on Thursday. (City of Lawrence, Kansas)

prev
Image 2 of 2

Attachment: Pool Ord E - Kansas father and son honored for saving 4-year-old boy with autism from drowning (ORDINANCE 2022-1618 :

Xavier and his mother thanked first responders and the father-and-son duo who saved the 4-year-old boy. (City of Lawrence, Kansas)

CLICK HERE TO GET THE FOX NEWS APP

Xavier's mother, Alexis, reunited with Tom and Maddox for the first time on Thursday and thanked them for their heroic actions.

"He's my best friend so I don't know what I would do without him," Alexis said through tears.

Paul Best is a reporter for Fox News Digital. Story tips can be sent to Paul.best@fox.com and on Twitter: @KincaidBest.

Print Close

URL

https://www.foxnews.com/us/kansas-father-son-honored-saving-4-year-old-boy-autism-drowning

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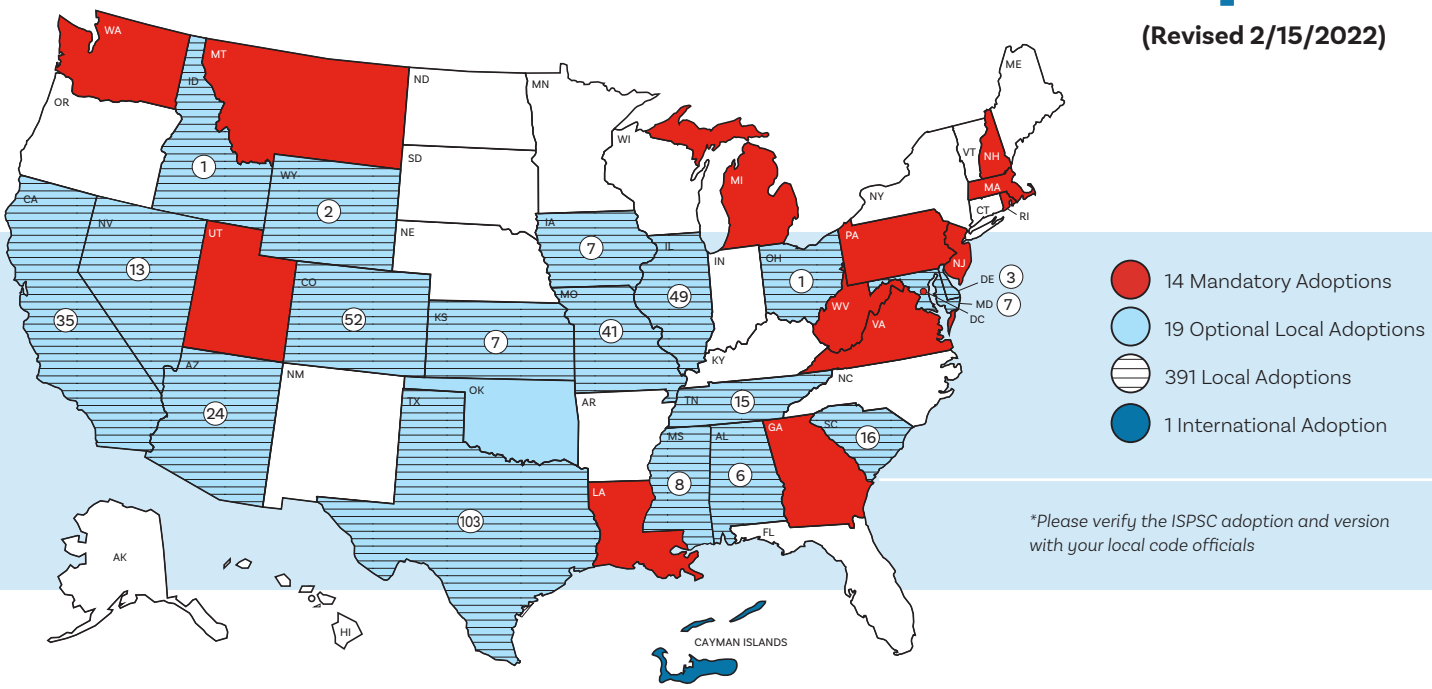
Attachment: Pool Ord E - Kansas father and son honored for saving 4-year-old boy with autism from drowning (ORDINANCE 2022-1618 :

POOL & HOT TUB ALLIANCE

ICC INTERNATIONAL CODE COUNCIL®

ISPSC Adoption Status Report*

(Revised 2/15/2022)



Please verify the ISPSC adoption and version with your local code officials

14 Mandatory State Adoptions (Statewide)

Georgia ('15) | Louisiana ('15) | Massachusetts ('15) | Michigan ('15) | Montana ('18) | New Hampshire ('15) | New Jersey ('18) | Pennsylvania ('18) | Rhode Island ('18) | Utah ('18) | Virginia ('18) | Washington ('15) | Washington, D.C. ('12) | West Virginia ('15)

19 States with Optional Adoption

Alabama | Arizona | California | Colorado | Delaware | Idaho | Illinois | Iowa | Kansas | Maryland | Mississippi | Missouri | Nevada | Ohio | Oklahoma | South Carolina | Tennessee | Texas | Wyoming

391 Local Adoptions

Alabama
County of Mobile ('18)
Gulf Shores ('18)
Montgomery ('18)
Orange Beach ('18)
Tuscaloosa ('12)
Vestavia Hills ('21)

Arizona
Apache County ('15)
Apache Junction ('18)
Benson ('15)
Camp Verde ('12)
Casa Grande ('18)
Chandler ('18)
Clarkdale ('18)
Florence ('18)
Fountain Hills ('12)
Goodyear ('12)
Marana ('18)
Mesa ('18)
Oro Valley ('18)
Pima County ('18)
Phoenix ('18)
Sahuarita ('12)
San Luis ('18)
Sedona ('18)
Sierra Vista ('12)
Snowflake ('15)
Somerton ('18)
Tempe ('15)
Tucson ('18)
Yavapai County ('12)

California
Alhambra ('18)
Asuza ('18)
Atascadero ('18)
Brea ('15)
Cathedral City ('18)
Cotati ('15)
El Segundo ('18)
Fremont ('18)
Garden Grove ('18)
Grass Valley ('15)
Hanford City ('15)
Huntington Park ('12)
Laguna Niguel ('18)
La Palma ('18)
Los Alamitos ('12)
Milpitas ('18)
Mission Viejo ('18)
Monterey Park ('15)
Nevada City ('15)
Nevada County ('12)
Newport Beach ('18)
Palo Alto ('15)
Pleasanton ('18)
Rancho Cordova ('18)
Rancho Cucamonga ('18)
Rancho Santa Margarita ('18)
Sacramento County ('15)
San Bernardino County ('18)
San Luis Obispo County ('18)
San Manuel Indian Reservation (in San Bernardino County) ('12)
Seal Beach ('18)
Sebastopol ('15)
Temple City ('18)
Ventura County ('18)
Whittier ('15)

Colorado
Adams County ('18)
Arapahoe County ('15)
Archuleta County ('18)
Arvada ('18)
Aspen ('15)
Berthoud ('18)
Black Hawk ('15)
Blue River ('12)
Boulder ('12)
Boulder County ('15)
Broomfield ('18)
Buena Vista ('15)
Castle Pines ('15)
Castle Rock ('12)
Centennial ('15)
Chaffee County ('15)
Commerce ('18)
Dacono ('18)
Delta County ('18)
Denver ('18)
Denver County ('15)
Douglas County ('18)
Eagle County ('15)
Erie ('15)
Evans ('18)
Federal Heights ('15)
Fort Collins ('18)
Fort Lupton ('18)
Frisco ('18)
Garfield County ('15)
Greenwood Village ('12)
Hudson ('18)
Johnstown ('18)
Longmont ('18)
Lyon County ('15)
Pagosa Springs ('15)
Parker ('15)
Pitkin County ('15)
Pueblo ('15)
Salida ('15)
Severance ('18)
Sheridan ('15)
Silverthorne ('18)
Summit County ('18)
Thornton ('15)
Timnath ('18)
Town of Buena Vista ('15)
Wellington ('18)
Westminster ('15)
Wheat Ridge ('18)
Windsor ('18)
Yuma ('15)

Delaware
Middletown ('18)
New Castle County ('15)
Rehoboth Beach ('18)

Idaho
Lewiston ('15)

(*): indicates update to ISPSC year

Attachment: ISPSC Adoption Status Report (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

Illinois
Addison ('12)
Arlington Heights ('18)
Bartlett ('12)
Bloomingdale ('18)
Buffalo Grove ('18)
Champaign ('15)
Darien City ('15)
DeKalb ('15)
DuPage County ('15)
Elk Grove Village ('18)
Elmhurst ('12)
Elwood ('18)
Evanston ('12)
Geneva ('15)
Hainesville ('12)
Hanover Park ('12)
Highland Park ('18)
Hoffman Estates ('15)
Inverness ('15)
Kankakee ('18)
Lake Bluff ('12)
Lake County ('12)
Libertyville ('18)
Lincoln ('12)
Lincolnshire ('18)
Lisle ('15)
Long Grove ('12)
Loves Park ('15)
Milan ('12)
Mount Prospect ('15)
Naperville ('18)
Northbrook ('12)
Palatine ('15)
Pecatonica ('12)
Saint Clair County ('12)
Shorewood ('18)
St. Charles ('15)
Streamwood ('12)
Sycamore ('15)
Tinley Park ('12)
Tuscola ('15)
Warrenville ('15)
Westchester ('12)
Westmont ('12)
Wheeling ('18)
Willowbrook ('18)
Winfield ('15)
Winnetka ('15)
Yorkville ('18)

Iowa
Ankeny ('18)
Cedar Rapids ('18)
Coralville ('18)
Des Moines ('18)*
Johnston ('15)
Ottumwa ('15)
Sioux Center ('15)

Kansas
DeSoto ('18)
Gardner ('12)
Lawrence ('15)
Lenexa ('18)
Manhattan ('15)
Olathe ('12)
Wichita ('12)

Maryland
Annapolis ('15)
Anne Arundel County ('12)
Baltimore City ('18)
Cecil County ('18)
Gaithersburg ('18)
Montgomery County ('15)
Wicomico County ('15)

Mississippi
Biloxi ('18)
Diamondhead ('12)
D'Iberville ('18)
Federal Heights ('12)
Garfield County ('12)
Gulfport ('18)
Pearl River Valley Water Supply District ('15)
Senatobia ('18)

Missouri
Branson ('18)
Cape Girardeau ('15)
Chesterfield ('18)
Clayton ('15)
Creve Coeur ('15)
Eureka ('18)
Excelsior Springs ('12)
Farmington ('15)
Frontenac ('15)
Gladstone ('15)
Higginsville ('15)
Hollister ('18)
Jackson ('15)
Jefferson ('15)
Jefferson County ('15)
Kearney ('12)
Kirkwood ('15)
Joplin ('18)
Ladue ('15)
Lake St. Louis ('15)
Liberty ('12)
Missouri City ('15)
North Kansas City ('12)
O'Fallon ('15)
Parkville ('18)
Platte City ('18)
Raymore ('18)
Richmond Heights ('18)
Rolla ('18)
Sedalia ('15)
Sikeston ('12)
Springfield ('18)
St. Charles ('15)
St. Charles County ('15)
St. Louis ('18)
St. Louis County ('18)
St. Peters ('15)
Troy ('15)
University City ('12)
Webster Groves ('15)
Wright City ('15)

Nevada
Boulder City ('12)
Carson City ('18)
Clark County ('18)
Fernley ('18)
Henderson ('12)
Humboldt County ('18*)
Las Vegas ('18)
North Las Vegas ('18)
Sparks ('18)
Storey County ('18)
Washoe County ('12)
West Wendover ('12)
Winnemucca ('12)

Ohio
Grove City ('18)

South Carolina
Aiken ('18)
Charleston ('18)
Clemson ('18)
Edisto Beach ('15)
Fort Mill ('18)
Georgetown County ('12)
Goose Creek ('18)
Greenville County ('15)
Lancaster County ('18)
Moncks Corner ('18)
Myrtle Beach ('15)
Oconee County ('15)
Seneca ('18)
Summerville ('18)
Surfside Beach ('18)
Westminster ('12)

Tennessee
Alcoa ('18)
Brentwood ('12)
Farragut ('18)
Gallatin ('15)
Hendersonville ('18)
Knox County ('18)
Lincoln County ('18)
Mount Juliet ('12)
Murfreesboro ('18)
Piperton ('18)
Roane County ('12)
Rossville ('18)
Rutherford County ('18)
Smyrna ('18)
White House ('12)

Texas
Addison ('18)
Alvin ('18)
Amarillo ('15)
Andrews ('15)
Angleton ('12)
Arlington ('18)
Austin ('18)
Bangs ('18)
Bastrop ('18)
Bedford ('18)
Bellaire ('18)
Bells ('15)
Belton ('15)
Benbrook ('18)
Brenham ('15)
Bunker Hill ('18)
Canton ('15)
Canyon ('15)
Carrollton ('18)
Cedar Park ('15)
Celina ('18)
Cibolo ('12)
Cleveland ('15)
Clute ('15)
Corinth ('18)
Corpus Christi ('18)
Del Rio ('15)
DeSoto ('18)
Euless ('15)
Ferris ('15)
Freeport ('15)
Frisco ('18)
Ft. Worth ('18)
Fulshear ('15)
Galveston ('12)
Grand Prairie ('15)
Groesbeck ('18)
Gun Barrel City ('15)
Haslet ('15)
Helotes ('18)
Huntsville ('15)
Hurst ('15)
Jersey Village ('18)
Katy ('15)
Kerrville ('18)
Kilgore ('12)
Killeen ('15)
Kyle ('15)
La Grange ('18)
La Porte ('18)
LaMarque ('18)
Lancaster ('15)
Live Oak ('18)
Lucas ('15)
Mansfield ('18)
Manvel ('12)
McAllen ('12)
McKinney ('18)
Meadows Place ('12)
Missouri City ('15)
Mont Belvieu ('15)
Montgomery ('15)
New Braunfels ('18)
Nolanville ('15)
North Richland Hills ('18)
Oak Leaf ('12)
Palacios ('12)
Pattison ('18)
Pearland ('18)
Pecos ('15)
Pharr ('12)
Plainview ('15)
Plano ('18)
Pleasanton ('15)
Portland ('15)
Princeton ('15)
Prosper ('21)
Red Oak ('12)
Richmond ('15)
Roanoke ('18)
Rosenberg ('18)
Round Rock ('15)
Saginaw ('18)
San Antonio ('18)
San Saba ('15)
Santa Fe ('12)
Schertz ('12)
Seagoville ('18)
Seguin ('15)
Shoreacres ('15)
South Lake ('18)
Southside Place ('18)
Spring Valley ('18)
Taylor Lake Village ('18)
Tool ('15)
Universal City ('15)
Uvalde ('15)
Waco ('15)
Watauga ('18)
Webster ('15)
West University Place ('12)
Wharton ('12)
Wylie ('12)

Wyoming
Rawlins ('15)
Thermopolis ('18)

Cayman Islands ('15)

(*): indicates update to ISPSC year

https://www.phta.org/standards-and-codes/ispsc/

Attachment: ISPSC Adoption Status Report (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, April 12, 2022
5:00 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Chair Mark Gierl
Alderman Glenn Bushee
Alderman Kathleen Schneider

Also Present: Assistant City Administrator Schoenemann, City Attorney Sajdak, Inspections Supervisor Hadley, Deputy Fire Chief Zellmann, and Executive Assistant Enea.

2) Approval of Meeting Minutes
   a. March Meeting Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Gierl

AYES:	Gierl, Bushee
NOT PRESENT:	Schneider

3) Ordinances

Action requested: review and recommend approval

   a. **ORDINANCE 2022-1618** An Ordinance Creating Section 10-26 of the Mequon Municipal Code, Related to Residential Swimming Pools

City Attorney Sajdak presented the modified version of the ordinance based on the comments received from the Common Council Meeting. Some definitions were added in regards to the power safety cover, such as the static load being 485 lbs - enough to hold 2 firemen and their supplies. Also, the operating switch needed to be locked and located 5 feet above ground. In addition, a permit would be required. The age of a chaperone would be 14 years of age, the age one can be a lifeguard. Alderman Bushee shared how 14 states and 19 localities in additional states have adapted new laws to allow pool covers instead of fences. Alderwoman Schneider inquired about existing pool owners needing to know that a second safety feature

DRAFT

Attachment: PW Meeting Minutes 04 12 22 Draft (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

is now required for pools. The new ordinance will only apply to new pools, but the Committee agreed that would be beneficial to share in the Weekly Bulletin.

RESULT: **Approved as Amended by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Gierl

AYES: Gierl, Bushee, Schneider

b. **ORDINANCE 2022-1619** An Ordinance Amending Chapter 30, Article V of the Mequon Municipal Code Related to Outdoor Burning

Deputy Fire Chief Zellmann presented the changes that were made to the Ordinance. What a structure was, i.e. deck, was included. Also, 4a was added to discuss manufacturer guidelines and what to do in the absence of guidelines. Alderman Bushee inquired if the nuisance language could be eliminated. Deputy Chief Zellmann explained when the nuisance delegation comes to play and City Attorney Sajdak shared how using that language gives the Ordinance more teeth when it comes to enforcement. If something amounts to a private nuisance, then the City would not get involved.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Schneider

AYES: Gierl, Bushee, Schneider

4) Work Calendar
   a. Work Calendar

5) Adjourn

Alderman Bushee moved to adjourn at 5:29 P.M. and Alderwoman Schneider seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: PW Meeting Minutes 04 12 22 Draft (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

Wisconsin Uniform Building Code

Exhibit 1

CHAPTER V. "SWIMMING POOL/SPA REQUIREMENTS

SECTION 30.40 - GENERAL REQUIREMENTS

(1.) Type of Pools Requiring Permits
- (a.) Above ground pools (except wading pools having a depth of less than two (2) feet and which are readily movable).
- (b.) Temporary or permanent air inflatable pools with a sidewall height greater than two (2) feet above grade.
- (c.) In-ground Pools.
- (d.) Public Pools -- All public pools constructed shall be built and maintained in accordance with the rules of the SPS 390.
- (e.) Spas (outdoor).

(2.) General Pool Regulations

(a.) Location
1. No person, firm or corporation shall have a swimming pool or spa located in the front yard or side yard setback unless specifically allowed in the local zoning code.
2. Side and rear yard setbacks shall be a minimum of ten (10) feet from the property line or as regulated by the local zoning code.
3. Swimming pools shall not be located closer than four (4) feet to any wall, fence, or structure.
4. Swimming pools shall be located from well and septic systems in accordance with the Wisconsin State Plumbing Code, Chapter 'SPS 383.

(b.) Access
1. A fence or other solid structure of not less than forty-two (42) inches in height shall completely enclose said premises and/or swimming pool. There shall be no opening in said fence or wall larger than six (6) inches square. All gates or doors opening through such enclosure shall be kept securely closed at all times while unattended and shall be equipped with a self-closing and self-latching device designed capable of keeping such door or gate securely closed. Latches shall be located at least three (3) feet above the ground, accessible deck, or stairs.
2. A fence is not required around an above ground pool where the pool wall is at least forty-two (42) inches above grade for the full pool perimeter. The finished grade shall be maintained for a minimum of four (4) feet beyond the outside perimeter of the pool.

Attachment: WI Uniform Building Code & Information (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

3. When not completely fenced, all ladders, steps, pool pump/filter equipment or other means of access to an above ground pool shall be removed and/or designed to prevent access when the pool is unattended.
4. Spas shall be made inaccessible by a locking safety cover or other approved safety barrier when not in use.

(c.) Swimming Pool Decks -- All decks shall be constructed in accordance with the Uniform Building Code. Decking shall be considered an integral part of the swimming pool and shall comply with the applicable setback dimensions per the local zoning code.

(d.) Drainage -- In no case shall any swimming pool be drained onto lands of property owners other than the owner of the swimming pool. Drainage from said lot shall be in accordance with any local zoning ordinance.

(e.) Lighting -- Lights shall be erected so as to eliminate direct rays and minimize reflected rays of light onto adjoining properties and roadways. Lighting installation shall be done in accordance with the State of Wisconsin Electrical Code.

(f.) Electrical – All wiring for pools and spas shall be done in accordance with the Wisconsin Electrical Code and/or local code.

(g.) Pools and spas shall be separated from overhead and underground electrical wiring shall be in accordance with the State of Wisconsin Electrical code and/or local code.

(3.) Application for Permit. The following information is required:

(a.) Survey or accurate drawing of the property, IN DUPLICATE, showing all existing structures, proposed swimming pool or spa location, fencing if required, and overhead or underground electrical wiring.

1. Type of pool installation, above ground or in-ground.
2. Pool height above highest point of grade if above ground installations.
3. Type and height of fence, if proposed.
4. Type and support of decking, if proposed.
5. Overall size and locations of the above in regard to existing buildings and lot lines for property survey reference.
6. Any change in finished grade near pool.
7. County Health Department approval for properties using a private septic system, where applicable.
8. Site inspection letter from a local wiring utility.

(b.) Two (2) copies of brochure which shows the type, style, etc. of the pool or spa to be installed.

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Mike Hadley

From: Becky Stein <speech927@yahoo.com>
Sent: Tuesday, November 2, 2021 11:15 AM
To: Mike Hadley
Subject: Pool Fencing

Hi Mike,

I reached out to you this morning as a very concerned parent and resident of Mequon. A group of neighborhood parents were together over the weekend, questioning why someone did not have fencing up around her pool in the Highlander Estates neighborhood (Wildcat Way). This is a very busy neighborhood, especially around that house. Our neighborhood park is nearby so many children are around. My own children are not independent swimmers yet. The mere thought of them or any of these other children easily wandering into someone's pool area is beyond frightening. An automatic pool cover does not ease my fears in the slightest. That is counting on the homeowner to utilize it properly every single time. I do not count on this. Not even a little bit. All it takes is ONE child to become a victim of this selfishness and absurdity before maybe the homeowner wishes they had put up a fence. Please don't let anyone's child become that victim. Please continue to require lawful, proper, permanent fencing around pools in the Highlander Estates and surrounding neighborhoods.

Thank you,

Becky Stein

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Mike Hadley

From: Mark Mittenthal <mmittenthal@wi.rr.com>
Sent: Tuesday, November 2, 2021 12:29 PM
To: Mike Hadley
Subject: Mequon swimming pools

My young grandchildren live in the Highlander Subdivision. I have been advised that a resident has installed an in ground swimming pool but does not want to surround the pool with a fence. I always thought it was a law to erect a fence for the safety of the neighborhood.
Thank you for listening to my concerns.
Mark Mittenthal
(414) 218-1469

Sent from my iPhone

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We make it strong. We make it easy.™

COVERSTAR®

Automatic Safety Swimming Pool Covers

LATHAM® behind every pool

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Everyday protection for your family… at the touch of a button!

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We make it strong. We make it easy.™

COVERSTAR®

The automatic choice for safety, savings and convenience!

A backyard swimming pool is the ultimate source of family fun! But when it comes to children and pets, it is also the source of safety concerns. No parent can be watching over the pool every minute. No fence or alarm can prevent a child from getting access to an unsupervised pool. A Coverstar automatic safety pool cover can!

Strong protection – at the touch of a button!

Simply flip a switch, and your Coverstar automatic safety cover will create a barrier over your pool that no child or pet can penetrate. Custom-built to fit your pool perfectly and manufactured from best-in-class materials, Coverstar is the best protection available for your family and your pool investment!

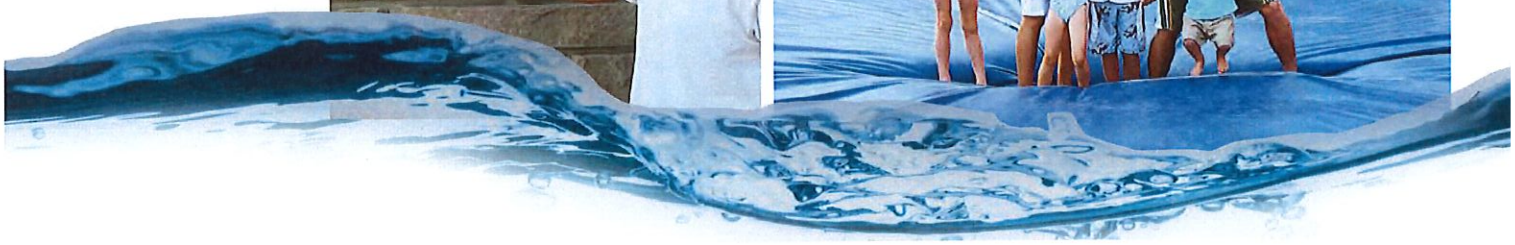
Save on heat, water, electricity, and chemicals.

A Coverstar cover acts as a passive solar heater, increasing the temperature of your water by eight to10 degrees. It also reduces evaporation of water as well as consumption of chemicals.

Less time cleaning…more time enjoying!

A Coverstar cover keeps dirt and debris out of your pool. Time spent cleaning out dirt and leaves and putting in new chemicals is almost eliminated!

The weather-proof toggle switch opens or closes your pool in less than a minute. And it locks for secure access!



Coverstar delivers
big savings . . .
automatically!
90% reduction
in evaporation
70% reduction
in pool heating costs
50% reduction
in electricity costs
70% reduction
in chemical use
An optional keypad control
with programmable security
code is also available.

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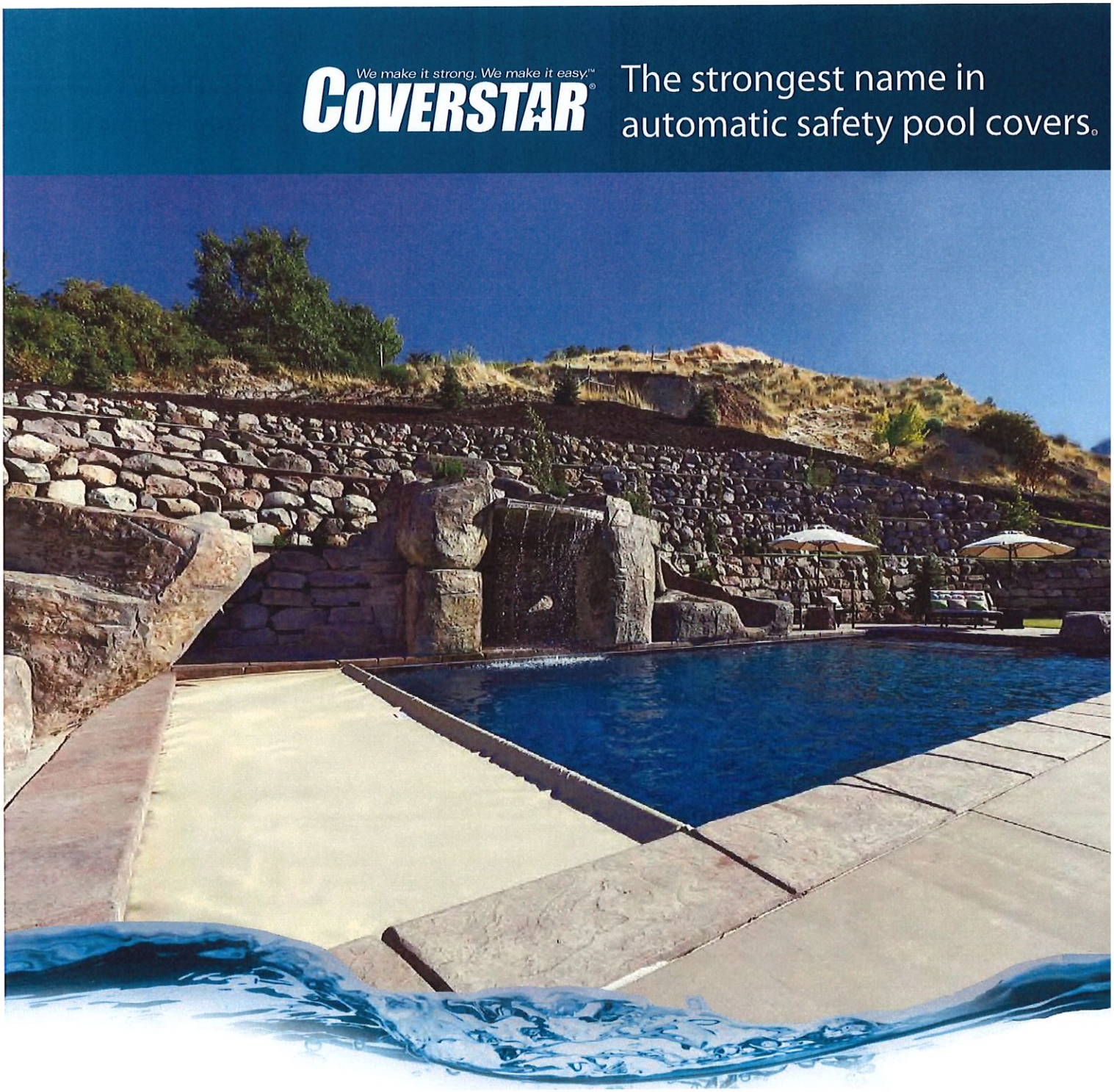
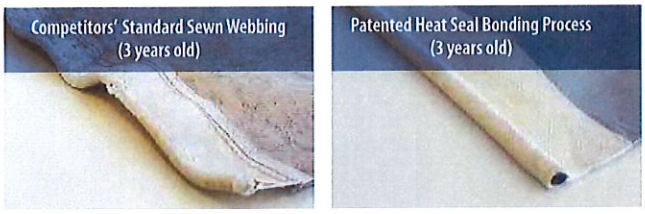


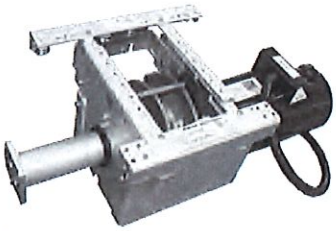
The stronger the cover, the safer the cover. No company builds in more exclusive design and manufacturing features to ensure the strength and performance of its automatic covers than Coverstar!

Heat-sealed webbing for double the strength!



Most automatic cover manufacturers sew webbing material wrapped around rope to the cover. With this method, the webbing often fails before the fabric does. Coverstar uses an exclusive, patented process to heat seal webbing around a polymer bead and weld it to the cover in one step. *Independent lab tests show Coverstar's webbing is over twice as strong as competitive webbing sewn to a cover!*

Mechanism engineered for unmatched reliability.



Our unique mechanism is engineered with heavy-duty components and with ropes and pulleys that are stronger than any others used in the industry. The extreme precision of the machined and laser-cut parts allows for smooth operation and many, many years of hassle-free use.

- **Coverstar motors** are completely sealed, using a proprietary method, to prevent water damage. Other less reliable means of water protection could mean an expensive motor repair.
- **PowerFlex™ Ropes** act like a shock absorber and self-adjust during operation for more reliable performance. And they're the only ropes that come with a two-year no-break guarantee!
- **Incredibly strong and durable fabric** – advanced vinyl formulation and superior fabrication methods make it top of the line.
- **Mechanical torque limiter** is adjustable to protect the motorized mechanism from too much stress.
- **Custom designed rope pulleys** provide maximum reliability in the pool environment.

Quality you can rely on!

BUILT COVERSTAR STRONG

Coverstar automatic safety covers are independently certified by the Underwriters Laboratories to exceed the powered safety cover requirements set by the American Society of Testing and Materials (ASTM F1346-91), and are UL listed to meet all electrical and safety standards.

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Automatic safety cover options for every need and every pool!

Coverstar automatic safety covers can be applied to a broad range of pool designs and types. Options include:

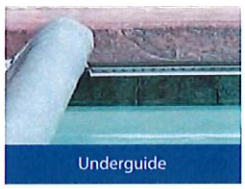
Choice of eleven standard fabric colors: Many other custom colors and fabric weights available.

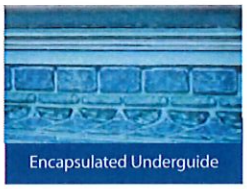
Guide Options

Underguide systems are embedded in the pool wall or mounted to the bottom side of rectangular pools' coping, allowing guides to remain virtually unnoticed. For a more integrated look, guides can be built directly into the pool wall using guide encapsulation.

Topguide systems can be used with most freeform pools. The cover's drive system is installed under an aluminum lid or mounted to the surface of the deck.

Recessed guide systems feature aluminum guides that are recessed in the pool deck during the construction of the pool. The recessed guide is flush with the top of the deck.


Underguide


Encapsulated Underguide

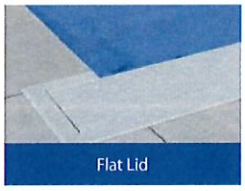
Topguide

Recessed Guide

Lid Options

Classic Aluminum Lid, Flat Lid, Flush Deck Lid, and Walk-On Lid

Aluminum Lid

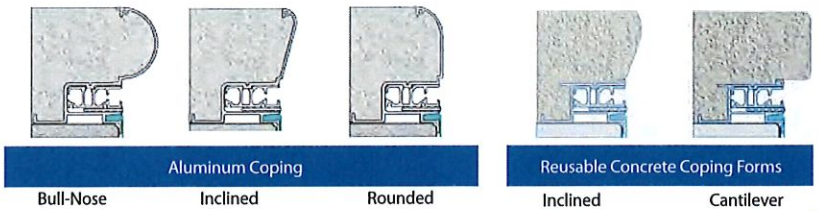

Flat Lid

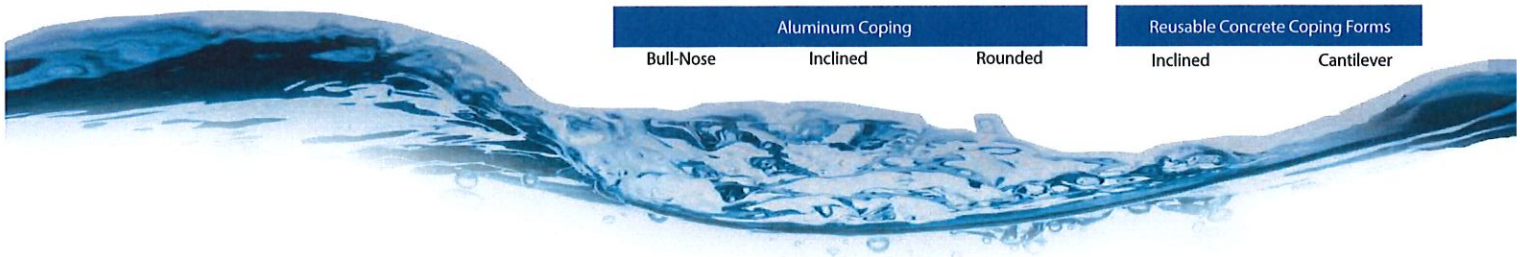
Flush Deck Lid

Coping Options

Aluminum: Bull-Nose, Inclined, and Rounded

Concrete (also compatible for gunite and fiberglass pools): Inclined and Cantilever





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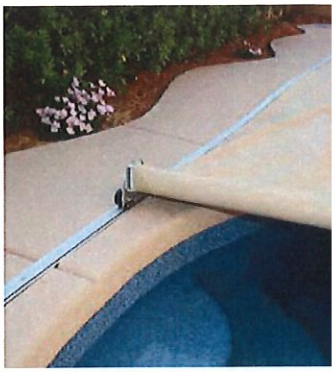

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behind every pool

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L9967.15 1/15 cf

Designation: F1346 – 91 (Reapproved 2010)

Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs[1]

This standard is issued under the fixed designation F1346; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This specification establishes requirements for safety covers for swimming pools, spas, hot tubs, and wading pools (hereinafter referred to as pools, unless otherwise specified). When correctly installed and used in accordance with the manufacturer's instructions, this specification is intended to reduce the risk of drowning by inhibiting the access of children under five years of age to the water.

1.2 This specification includes performance tests to demonstrate the compliance or noncompliance to requirements herein stated for safety covers. It also includes marking requirements for all covers.

1.3 The values stated in inch-pound units are to be regarded as the standard. The values in parentheses are given for information only.

1.4 The following safety hazards caveat pertains only to the test methods section, Section 9, of this specification: *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 *NFPA Document:*
National Electrical Code, Article 680-26[2]

3. Terminology

3.1 *Definitions of Terms Specific to This Standard:*

3.1.1 *appurtenances*—subordinate parts or adjunct accessory components to the cover such as hardware including buckles, straps, ties, springs, anchors, tracks, rollers, lifting arms, and the like.

3.1.2 *automatic cover*—a cover which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. See also *power safety cover (PSC)*, *other cover (OC)*.

3.1.3 *barrier*—something that restrains or obstructs access to the body of water.

3.1.4 *blanket*—a material used for thermal insulation. See also *solar energy blanket*.

3.1.5 *cover*—something that covers, protects or shelters, or a combination thereof, a swimming pool, spa, or hot tub.

3.1.6 *debris cover*—a cover with attendant appurtenances positioned over the pool area which permits the cover to prevent debris, such as foliage, dirt, windblown trash, and the like from entering the pool. It is intended to be completely removed before the entry of bathers. See also *other covers (OC)*.

3.1.7 *decks*—those areas abutting a pool, spa, or hot tub that are specifically constructed or installed (for example, of wood, concrete, brick, stone, and the like) for use by bathers for sitting, standing or walking and may also act as a base for supports for covers.

3.1.8 *dome*—a semipermanent enclosure supported by trusses, or positive air pressure erected over the pool area to provide temperature and atmospheric control over the pool environment.

3.1.9 *energy conservation*—the reduction of heat loss from pool water through air convection or evaporative cooling, or both.

3.1.10 *hot tub*—a spa constructed of wood with sides and bottoms formed separately; and the whole shape joined together by pressure from surrounding hoops, bands or rods; as distinct from spa units formed of plastic, concrete, metal, or other materials.

3.1.11 *inaccessible locations*—a location at least 5 ft (1.5 m) above the ground with no other access such as hand or footholds which would permit a child to reach the location.

3.1.12 *manual cover*—a cover which requires it to be placed over the water area by hand. See also *manual safety cover (MSC)*, and *other covers (OC)*.

[1] This specification is under the jurisdiction of ASTM Committee F15 on Consumer Products and is the direct responsibility of Subcommittee F15.28 on Covers for Pools, Spas and Hot Tubs.

Current edition approved Sept. 1, 2010. Published December 2010. Originally approved in 1991. Last previous edition approved in 2003 as F1346 – 91 (Reapproved 2003). DOI: 10.1520/F1346-91R10.

[2] Available from National Fire Protection Assoc., Batterymarch Park, Quincy, MA 02269.

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3.1.13 *markings*—the application of numbers, letters, labels, tags, symbols or colors to provide identification and safety information and to expedite handling during shipment and storage.

3.1.14 *manual safety cover (MSC)*—a barrier which requires it to be placed over the water manually. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.15 *other covers (OC)*—includes any cover type not incorporated in the other two classifications; PSC, MSC. They are not intended to serve as a barrier for children under the age of five.

3.1.16 *power safety cover (PSC)*—a barrier which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.17 *safety cover*—a barrier (intended to be completely removed before entry of bathers), for swimming pools, spas, hot tubs or wading pools, attendant appurtenances and/or anchoring mechanisms which reduces—when properly labeled, installed, used and maintained in accordance with the manufacturers' published instructions—the risk of drowning of children under five years of age, by inhibiting their access to the contained body of water, and by providing for the removal of any substantially hazardous level of collected surface water. See also *power safety cover (PSC)*, and *manual safety cover (MSC)*.

3.1.18 *solar energy blankets*—a cover which is a floating translucent (not transparent) heat insulating sheet incorporating, for example, encapsulated air bubbles or similar low heat transfer (floating) sheet material whose purpose is to inhibit heat dissipation from the pool water surface through air convection or evaporative cooling. The sheet material, customarily translucent (not transparent) to permit the transfer of solar radiation energy directly to the pool water at all depths and intended for day and night use, is cut to the shape of the pool and is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.19 *energy conservation blanket*—a cover which is a floating heat insulating sheet material incorporating, for example, a cellular foam or similar low-heat transfer material whose purpose is to inhibit heat loss from the covered water, through air convection or evaporative cooling, or both. Such materials are customarily cut to the shape of the pool and are intended for a night covering. The blanket is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.20 *wading pool*—a shallow pool intended for wading, not swimming.

3.1.21 *waterline*—the waterline shall be defined in one of the following ways:

3.1.22 *skimmer system*—the water line shall be at the mid-point of the operating range of the skimmers.

3.1.23 *overflow system*—the waterline shall be at the top of the overflow outlet.

4. Cover Classifications and Minimum Qualification Criteria

4.1 *Power Safety Cover (PSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water.

4.1.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, 10.1-10.4, and all subsections.

4.2 *Manual Safety Cover (MSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water. May require a longer period of time to be fully secured.

4.2.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, and all subsections.

4.3 *Other Covers (OC)*—Includes any cover type not incorporated in the other two categories MSC, PSC. They are not intended to serve as a barrier for children under the age of five. Design characteristics may be hazardous when used in the presence of children under the age of five.

4.3.1 Shall satisfy 5.1-5.3, 8.1-8.3, 8.5-8.12, and all subsections.

5. Materials and Manufacture

5.1 Only materials not known to be harmful to health, within the intended application, shall be used.

5.2 All materials and components shall be durable and satisfactory for the intended purpose under the conditions normally prevailing at the site.

5.3 The cover shall be manufactured or fabricated, or both, in accordance with generally accepted, good manufacturing practices.

6. General Requirements for Safety Covers

6.1 *Installation/Use of safety covers*—Unless installed by the manufacturer, or responsible parties, or both, detailed instructions for installation shall be given in a form included in the packaging or a label, or both, attached to the cover.

6.2 Labels attached to the cover shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

6.3 *Markings for safety covers shall include:*

6.3.1 the manufacturer's name,

6.3.2 date manufactured or installed, and

6.3.3 instructions to consumers to inspect the cover for premature wear or deterioration.

6.3.4 Labels attached to covers shall meet the general requirements described in 8.4.1, 8.7-8.8.1, and 8.9.

6.4 *Fastening mechanisms or devices*—Ties, attachment points, anchors, anchorage, and controls for automatic covers or other means of fastening a cover shall include provisions such as keys, combination locks, special tools, devices, or inaccessible locations, and the like, to inhibit children under five years of age from removing or operating the cover. When subjected to the load and perimeter deflection tests described in 9.1 and 9.2, all fastening devices shall remain in their intended, secured or closed, or both, position. After the test, the intended performance of the device should not be impaired.

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6.5 *Openings*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.4, any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the spa or pool does not allow the test object to pass through. The test object shall not gain access to the water, or be subject to entrapment.

6.6 Seams, ties or welds in the cover shall show no signs of damage, which will impair intended performance of the device when the cover is tested by the methods described in 9.1-9.4.

7. Performance Requirements for Safety Covers

7.1 *Static Load*—In the case of a pool with a width or diameter greater than 8 ft (2.4 m) from the periphery, the cover shall be able to hold a weight of 485 lb (220.0 kg) (2 adults and 1 child) to permit a rescue operation.

7.1.1 In the case of a pool with a width or diameter not greater than 8 ft (2.4 m) the cover shall withstand the weight of 275 lb (125 kg) (weight of a child and an adult). Compliance shall be determined by the test method described in 9.1.

7.2 *Perimeter Deflection*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.2, deflection of the cover does not allow the test object to pass between the cover and the side of the pool, or to gain access to the water.

7.3 *Surface Drainage*—The cover shall be so constructed, or incorporate a system, or have an auxiliary system provided, that when used in accordance with the manufacturer's instructions, shall drain substantially all standing water from the cover within a period of 30 min after cessation of normal rainfall. Compliance shall be determined by the test in 9.3.

7.4 *Opening Tests*—The tests shall be conducted by the test method described in 9.4 to demonstrate that any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the pool or the top surface of the spa is sufficiently small and strong to prevent the opening from being forced to a size that will allow the test object to pass through.

8. Minimum Label Requirements for All Covers for Swimming Pools, Spas, and Hot Tubs

8.1 *Product Label*—All covers shall be labeled/marked to identify manufacturers or other responsible parties (such as private label distributors), or both. Labels attached to covers shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

8.2 *Warning Labels*—All covers shall be required to have attached the following warning label:

8.2.1 *Signal Word*—**WARNING.**

8.2.2 *Safety Alert Symbol*—Preceding the signal word there shall be triangle with an exclamation point inside the triangle.

8.2.2.1 *Word Message*—The standard word message shall be AVOID DROWNING RISK which shall be the first message to appear directly under the signal word.

8.2.2.2 *Additional Word Message Statement*—Covers with any of the outlined hazards in Fig. 1 shall list all applicable warning statements on the label.

8.3 *Color*—Non-safety cover warning label.

8.3.1 *Signal Word*—Black letters with orange background.

8.3.2 *Safety Alert Symbol*—Black triangle with orange exclamation point.

8.3.3 *Word Message*—Black lettering on white background or white letters on black background.

8.4 *Color*—Safety cover warning label.

8.4.1 Colors assigned to the signal word panel may also be used for the message word panel provided the panel colors contrast with the lettering of the label. This is applicable to covers conforming with the PSC and MSC classifications only.

8.5 *Warning Label*—Letter size.

8.5.1 Lettering shall be of a size that enables a person with normal vision, including corrected vision, to read the safety sign or label at a safe viewing distance from the hazard. Considerations should be given to environmental variables that will affect readability.

8.5.2 *Signal Word*—Letter height shall be at least 50 % greater than the selected height of the message panel wording.

"HAZARD/WARNING STATEMENT CHART"

If This Hazard Exists:	Add This Warning Statement:
*Will not support weight (as defined in this specification) Nonsecured or improperly secured covers	*Stay off cover—will not support weight.
*Concealment by slipping under cover	*Keep children away. Children or objects cannot be seen under cover.
*Drowning on top of cover in accumulated surface water (as defined in this specification)	*Remove Standing Water—child can drown on top of cover.
*Concealment, Entrapment—Drowning under cover	*Remove cover(s) completely before entry of bathers—entrapment possible.
*General requirement for all covers	*Non-secured or improperly secured covers are a hazard.
*Option to above for Safety Covers	*Failure to follow all instructions may result in injury or drowning.
*Cover does not meet all requirements of this specification for PSC, MSC.	*This is not a Safety Cover.

FIG. 1 Hazard/Warning Statement Chart

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8.5.3 *Safety Alert Symbol*—Safety alert symbol, when used with the signal word shall precede the signal word. The base of the safety alert symbol shall be on the same horizontal line as the base of the letters of the signal word. The height of the safety alert symbol shall equal or exceed the signal word letter height.

8.5.4 Word message letter height shall be as defined in Table 1.

8.6 *Letter style:*

8.6.1 Signal Word shall be in sans serif letters in upper case only.

8.6.2 Message Panel shall be in sans serif letters. Letters may be in upper case only.

8.6.3 Examples of acceptable lettering styles are: medium or bold helvetica, or news gothic bold.

8.7 *Placement*—Location shall be such that the message will:

8.7.1 Be readily visible to the intended viewer, taking into consideration all possible viewing angles, and

8.7.2 Alert the viewer to the potential hazard in time to take appropriate action.

8.7.3 Label must be located so as not to be removed in the fitting process.

8.8 *Life Expectancy*—The label shall have a reasonable expected life with good color stability and word message legibility when viewed as stated in 8.5.1. Reasonable expectancy shall be taken into consideration in accordance with the expected life of the product.

8.8.1 *Protection*—When possible, placement of label should provide protection from foreseeable damage, fading, or visual obstruction caused by abrasion, ultraviolet light or substances such as chemicals or dirt.

8.8.2 *Attachment*—The label shall be attached permanently to the product or so that it cannot be easily removed.

8.9 *Replacement*—Product/Warning labels should be replaced by the product user when they no longer meet legibility requirements for safe viewing distance described in 8.5.1 and 8.7.1. In cases where products have an extensive expected life or where exposed to extreme conditions, the product user should be able to obtain replacement labels from the manufacturer or responsible party.

TABLE 1 Word Message Letter Height Sizes

Safe Viewing Distance	Minimum Letter Height for FAVORABLE Reading Conditions	Minimum Letter Height for UNFAVORABLE Reading Conditions
less than 24 in.	$\text{Height (in.)} = \frac{\text{View Distance}}{150}$	$\text{Height (in.)} = \frac{\text{View Dist.}}{75}$
24 to 96 in.	$\text{Height (in.)} = \frac{\text{View Distance}}{300}$	$\text{Height (in.)} = \frac{\text{View Dist.}}{150}$
greater than 96 in.	$\text{Height (in.)} = \frac{\text{View Distance}}{400}$	$\text{Height (in.)} = \frac{\text{View Dist.}}{300}$

8.10 *Instruction/Use Label*—Any product instructions or use label not attached to the product, intended to be viewed by the consumer/user shall contain in its contents the same applicable warning label as set forth in 8.2-8.6.3.

8.10.1 When special circumstances limit use of label colors to two colors, the colors assigned to the message word panel may also be used for the signal word panel provided that the panel colors contrast with background color of instruction/use label.

8.11 *Packaging Label*—If packaging is intended for product display to the consumer/user, applicable warning label as described in 8.2-8.6.3 shall be placed on the printed side of the package intended for display and/or consumer information. The label shall be printed on or affixed to the package and not easily removable.

8.11.1 When special circumstances limit use of label colors to two colors, the colors assigned to the signal word panel may also be used for the message word panel provided that the panel colors contrast with background color of packaging.

8.12 *Compliance Labeling*—All labels shall note the specific cover classification.

9. Test Methods For Safety Covers

9.1 *Static Load Test:*

9.1.1 This test shall be conducted to demonstrate that the cover is capable of supporting a weight of (a) 485 lbs (composed of one 210-lb, one 225-lb or one 50-lb weight) for pools or spas within a width or diameter greater than 8 ft or (b) 275 lbs (composed of one 225-lb and one 50-lb weight) for a pool or a spa with a width or diameter equal to or less than 8 ft distributed over 1 ft^2 each, all of which are within a 3-ft radius without the test objects causing damage which would allow any of the test objects to pass through the cover. During this test there shall be no requirement for the absence of water appearing on the surface of the cover.

9.1.2 *Procedure*—The pool shall be filled to its waterline and the cover fitted in accordance with the cover manufacturer's instructions. The test objects shall be placed on the surface of the cover at the following critical points:

9.1.2.1 The center point of the cover.

9.1.2.2 Between attachment points and a distance of at least 4 ft (1.2 m) but not to exceed 6 ft from the side of the pool.

9.1.2.3 The test objects shall remain in each test position for a period of 5 min.

9.2 *Perimeter Deflection Test:*

9.2.1 This test shall be conducted to demonstrate the following: if a child under the age of five were to fall onto the cover neither that child nor another child could slip through any openings that may occur between the cover and the side of the pool.

9.2.2 *Perimeter Deflection Test Object*—Test object shall be 3.7 in. (0.09 m) by 5.7 in. (0.14 m) by a minimum 12 in. length and a weight of 36.6 lbs in an ellipsoidal shape. See Fig. 2.

9.2.3 *Procedure*—With 50 lbs (22.7 kg) on the cover at a distance of at least 4 ft, but not exceeding 6 ft from the side of the pool, the same cover shall not deflect to allow a perimeter

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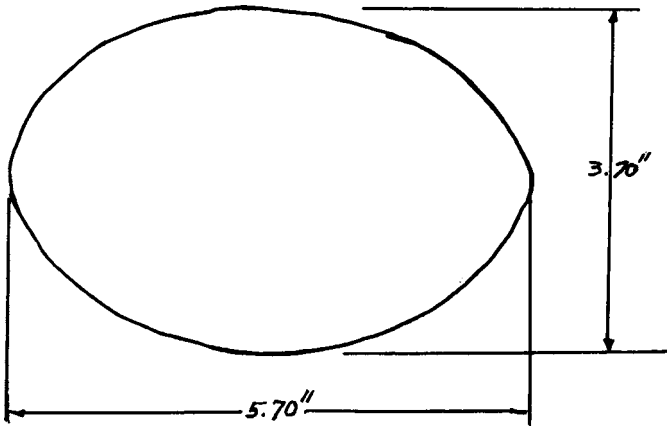

NOTE 1—Area = 16.6 in.^{2}
NOTE 2—Perimeter = 15.0 in.
FIG. 2 Template for Swimming Pool Cover Standard

test object to pass through, gain access to the water or be subject to entrapment between the cover and the side of the pool.

9.3 *Surface Drainage Test:*

9.3.1 *Surface Drainage Test Object*—Timmy[3] or equivalent (32 in. length by 9 in. width by 5 in. deep by 36.6 lbs torso-shaped object) shall be placed on the pool cover in a supine position, faceup, within two to three feet of and parallel with the pool's edge. Three minutes later there shall not be an unsafe amount of water. An unsafe amount of water is defined as any quantity of water which completely covers the torso of the surface drainage test object.

9.3.2 *Procedure*—Test the cover by spraying water evenly over the area at an application rate of 10 gal/min per 1000 ft^2 (9.29 m^2) of pool area for a period of 30 min. During this test, all equipment shall operate in accordance with cover manufacturer's instructions. Thirty minutes after completion of this procedure, the cover shall pass the test method in 9.3. At all times during the procedure, maintain the pool level at the waterline.

9.4 *Openings Test:*

9.4.1 These tests shall be conducted to demonstrate that any openings remain small enough to prevent a small child's head from gaining access to the water.

9.4.2 *Openings test object*—A solid faced sphere test object with a maximum breadth of 4.5 in.

9.4.3 *Procedure*—The cover shall be fitted in accordance with the cover manufacturer's instructions. The test object shall be placed at or into any existing opening and apply a force of 40 lbs (plus or minus 1 pound) steadily to ensure the test object cannot pass through at the following critical openings:

9.4.3.1 Any opening between the edge of the cover and the deck surface and coping wall, or both, or the top surface of the spa or pool.

9.4.3.2 Any opening in the major component of the cover.

10. Operating Controls, Safety Covers

10.1 The open-close switch shall be spring-loaded or of the momentary contact type, so that when released, the cover stops operation immediately at any point in the open or closed cycle period.

10.2 The cover shall be reversible in direction from a full stop at any point in its travel without having to complete the full open or closed cycle.

10.3 Electrically operated control switches and motors shall be installed in accordance with the National Electrical Code Article 680-26.

10.4 The type of pool covering operating controls shall be such that:

10.4.1 Its fixed location is in the line of sight of the complete pool cover, or by its operating process. This ensures that the operator shall be in complete view of the cover at all times during the closing or pool covering process.

10.4.2 Switching devices shall be key-operated or locked away or able to be de-activated or otherwise located in an inaccessible location. An inaccessible location shall be at a height of at least five feet above the deck.

[3] "Timmy" is a CPR mannequin, three year old boy; available from Simulaids Inc., P.O. Box 807, Dixon Avenue, Woodstock, NY 12489.

ANNEX

(Mandatory Information)

A1. RATIONALE

A1.1 Scope

A1.1.1 Although the majority of child-drowning and near-drowning which were reported did not involve safety covers, those who purport to provide a level of safety should be held to a higher level of reliability. Injury reports made available from CPSC indicate that male children, one and two years of

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age, living in a home with an in-ground pool are at the highest risk of being involved in a submersion incident that requires medical care.

A1.2 Referenced Documents

A1.2.1 Allows document reviewers the necessary information to validate the text of the standard.

A1.3 Terminology

A1.3.1 Consumers and new manufacturers may not be familiar with the technological language used within the text. This section also provides definitions for new terms created for this standard.

A1.4 Cover Classifications and Minimum Qualification Criteria

A1.4.1 By defining both the level of safety afforded and standard requirements to be satisfied, manufacturer and consumer will be able to define their needs and properly interpret the standard. This section also allows manufacturers to research and develop new technology which when applied could change their designation.

A1.5 Materials and Manufacture

A1.5.1 Varying lead times for material availability restrict or delay immediate compliance with this standard.

A1.6 Performance Requirements For Safety Covers

A1.6.1 Specified load factors represent the 95th percentile for a child under the age of five as well as one male adult and one female adult.

A1.6.2 If one child should gain access to the surface of the cover, another child in the area of the pool should not face increased risk.

A1.6.3 Recognizing that some residual water will remain after the surface water is removed, the test has been devised to ensure that the level can be maintained below that deemed substantially hazardous to a child of three based on data received from the Consumer Product Safety Commission.

A1.6.4 Openings in the major component or horizontal openings between the cover and solid structure of the pool area should remain small enough to prevent the head of a small child from gaining entrance. The head breadth for a 5th percentile of a 7 month old is about 4.5 in. The smallest mobile child would be about 7 months old since at this age 50 % of children can creep on hands and knees.

A1.7 Minimum Label Requirements For All Covers For Swimming Pools, Spas, and Hot Tubs

A1.7.1 Labeling on the product allows for transfer of the information to second owners and temporary users.

A1.7.2 The combination of Signal Word, Safety Alert Symbol and Word Message provides a higher level of warning than any single effort.

A1.7.3 An effort is being made nationally to make consistent the colors used to alert consumers to potential hazards.

A1.7.4 Contrast of colors between letter colors and labels are necessary in order to attract users' attention to label and enable readability.

A1.7.5 Letter size is an important factor in warning legibility so the consumer can recognize and avoid the hazard.

A1.7.6 Style of lettering affects the readability of the warning message.

A1.7.7 Warning labels can be more effective if they allow for reaction time on the part of the consumer.

A1.7.8 Damaged labels would not provide as strong a message as necessary.

A1.7.9 Due to extended life expectancy of cover products, labels cannot be expected to maintain their original appearance.

A1.7.10 Labeling messages and format should be consistent from point of purchase to use and/or application of cover.

A1.7.11 Packaging is, at times, the consumers first exposure to product information. Information contained on the warning label is necessary for making informed choices.

A1.7.12 All labels shall note that the product meets the requirements described in Specification F1346.

A1.8 General Requirements For Safety Covers

A1.8.1 Installation can be a key factor in the effectiveness of a safety cover whether it is manually or power installed.

A1.8.2 Manufacturer's markings are necessary to allow a continuity for second owners and consumer/manufacturer contact.

A1.8.3 The mechanisms which secure the cover are an integral component that help to defeat a child's entry to the water.

A1.8.4 Openings shall not be so large that the purpose of the cover is defeated.

A1.8.5 Structural integrity is necessary to provide safety.

A1.9 Test Methods For Safety Covers

A1.9.1 The rescue operation may require two adults and the cover shall support the total combined weight to avoid possible injury to those in the rescue attempt. The 95th percentile is represented by the 225-lb male, 210-lb female and 50-lb child.

A1.9.2 This test was devised to avoid an opening large enough for one child or another child to fall between the edge of the cover and the edge of the pool when one child of 50 lb is already on the cover.

A1.9.3 Recognizing that some residual water remains after the surface water is removed, this test is devised to ensure that the level is maintained below a level deemed substantially hazardous to a child under three years of age.

A1.9.4 No opening shall exist in the cover or at any point that the cover joins the surface of the pool structure or deck area (which would allow a small child's head to gain access to the water or become entrapped). The head breadth for a 5th percentile 7 month old is about 4.5 in.

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A1.10 Operating Control, Safety Covers

A1.10.1 Operator controlled momentary contact type switches afford greater control in the event of an emergency.

A1.10.2 Should a child enter the water during the closure process, the cover shall be able to reverse without total closure.

A1.10.3 It is important in the case of an electrical installation to protect children and all swimmers from the possibility of electrocution, which is the purpose of Article 680-26 of the National Electrical Code.

A1.10.4 Operator observation of the pool during the closing process is necessary to ensure that another person does not enter the water during the process. Additionally, the location of the activating device or the ability to render it inactive is necessary to avoid unauthorized opening of the cover.

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City of Mequon

11333 N. Cedarburg Road
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Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us
Office of Community Development

TO: **Public Welfare Committee**
FROM: **Mike Hadley,**
DATE: **November 9, 2021**
SUBJECT: **Pool Fence and Cover Requirements**

Background:
The topic was presented to Public Welfare Committee to consider changing the code to not require fencing around pools that meet certain automatic cover requirements. Complaints regarding the installation of fences have included not having options to protect a pool, the expense, availability to install fencing, and aesthetics for the neighborhood. The issue has come up on occasion by homeowners and there was an appeal to such requirement in July 2015, the appeal was denied. Staff did receive resident correspondence related to pool fencing (See Attached).

Analysis:
Mequon adopts the Uniform Building Code which gives us guidance for regulating pool and spa installations. (See Exhibit) The standard has been in place since 1967. The intent of the standard is to promote public safety.

Staff posed this question to the Building Inspectors Association of Southeastern Wisconsin (BIASEW) and the collective opinion was to not allow for a deviation. Staff made inquiries to surrounding communities and the only communities that allow an exception include Town of Cedarburg, City of Menasha. There may be more, but we did not get 100% response to our inquiry.

Considerations:
A pool is an attractive nuisance and safety measures should be taken

1. Fencing provides a first line defense. Without, risks include
   a) Potential threat to public safety
   b) Being able to reach the hazard more easily.

2. Regulation of covers for pools present a few issues:
   a) Difficult to enforce
   b) Hard to determine when the pool cover is not in use
   c) Inspection and enforcement for proper use of a cover

Staff Summary:
The Public Welfare Committee should consider the risks of eliminating fences surrounding pools. Staff does not support the alternate use of covers due to the impact of public safety and remaining consistent with other surrounding communities' regulations. Depending on the Committee's direction, additional input and discussion may be necessary for drafting changes.

Attachments:
Pool Cover Information (PDF)

Attachment: November 2021 Staff Memo (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text Amendment)

Justin Schoenemann

From: Amber Schroeder <pt.amber@gmail.com>
Sent: Tuesday, April 5, 2022 4:44 PM
To: Justin Schoenemann
Subject: Auto pool cover

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon Justin,
I wanted to forward you some information to include in the packet that the alderman will receive before the next common council meeting. Attached please find the ASTM standards as well as the specifications for the motor, as well as the website and some other information that I thought would be helpful for the group while making a decision on the automatic pool covers. Please reach out if you have any questions,
Thank you,
Amber

https://www.automaticpoolcovers.com/

Motor Specification:
3/4 horse power motor
110volt
Only
Pulls 11volts max

4:39 5G
astm.org

ASTM F1346-91(2018)

Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs

1. Scope

1.1 This specification establishes requirements for safety covers for swimming pools, spas, hot tubs, and wading pools (hereinafter referred to as pools, unless otherwise specified). When correctly installed and used in accordance with the manufacturer's instructions, this specification is intended to reduce the risk of drowning by inhibiting the access of children under five years of age to the water.

1.2 This specification includes performance tests to demonstrate the compliance or noncompliance to requirements herein stated for safety covers. It also includes marking requirements for all covers.

1.3 The values stated in inch-pound units are to be regarded as the standard. The values in parentheses are given for information only.

Attachment: Auto Pool Cover Information from Amber Schroeder (ORDINANCE 2022-1618 : Residential Swimming Pool Safety Text

Automatic Pool Covers

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-2530
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Fire/Ambulance**

TO: **Common Council**
FROM: **Brian Sajdak, City Attorney**
DATE: **June 9, 2022**
SUBJECT: **ORDINANCE 2022-1623 An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department**

June Update

Following review of the proposed ordinance last month, former Mayor Wirth suggested adding the Board of Directors and the Joint Fire Commission for the joint fire department to the list of Boards and Commissions in Chapter 2. While these bodies include members appointed by Thiensville, we include other similar boards and commissions in Chapter 2 (Library Board, River Advisory, etc.). For consistency, the version before you this evening includes the addition of both of these bodies under Section X and Section XI of the ordinance.

Background

At the April 12, 2022, Common Council meeting, the Council approved an Intergovernmental Agreement (the "Agreement") with the Village of Thiensville to establish the Southern Ozaukee Fire & Emergency Medical Services Department. The Village of Thiensville is scheduled to consider formal approval of the same Agreement at its meeting on Monday, May 16.

Analysis

Pending Thiensville's approval next week and pursuant to the Agreement, until January 1, 2023, the two departments "shall operate under joint command. During such period, employees and equipment of each department may be deployed to either municipality; however, employees shall remain employed by the municipalities by which they are currently employed, and each department shall continue its current billing and other functions, maintain inventories of parts and supplies consistent with past practices and maintain its apparatus and vehicles consistent with past practice."

However, on January 1, 2023, the two departments will be fully merged, ceasing to operate as individual entities. In anticipation of this merger, a review of the Mequon Municipal Code was completed. Accordingly, several references to the existing Mequon Fire Department need to be amended to reference the new Southern Ozaukee Joint Fire & Emergency Medical Services (EMS) Department, or alternatively, eliminated. The proposed ordinance amendments, a copy of which is attached, accomplish these modifications.

Generally, the proposed changes include:

Chapter 2: Amendments to remove references to fire department employees in the personnel code (department employees will no longer be City employees) and remove the "fire" component from the Board of Police and Fire Commissioners.

Chapter 14: Amendments to reflect the joint department's role in certain applications for certain City licenses.

Chapter 26: Amendments to reflect the change as it relates to the City's emergency management structure.

Chapter 30: Modifications to the Fire Prevention and Protection Code to reference the newly formed Southern Ozaukee Fire Department.

Chapter 42: Amendments to reflect the creation of a Board of Police Commissioners in place of the Board of Police and Fire Commissioners.

Fiscal Impact
None.

Recommendation
A recommendation is forthcoming from the Public Safety Committee on May 10, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2022-1623

An Ordinance Amending Various Provisions of the Mequon Municipal Code in Connection with Establishment of the Southern Ozaukee Fire & Emergency Medical Services Department

RECITALS

A. The City of Mequon provides emergency medical, fire and rescue services to its residents through its own Fire and EMS Department.

B. The City and the Village of Thiensville have entered into a Southern Ozaukee Fire and Emergency Medical Services Agreement for the purposes of combining their respective fire and EMS departments (the "Agreement").

C. Pursuant to the Agreement, until January 1, 2023, the two departments "shall operate under joint command. During such period, employees and equipment of each department may be deployed to either municipality; however, employees shall remain employed by the municipalities by which they are currently employed, and each department shall continue its current billing and other functions, maintain inventories of parts and supplies consistent with past practices and maintain its apparatus and vehicles consistent with past practice."

D. On January 1, 2023, the two departments will be fully merged, ceasing to operate as individual entities.

E. In anticipation of the merger of the departments, the City desires to make certain changes to its Municipal Code to reflect the change from a separate department to a joint department.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

Section 2-21(f) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

(f) The mayor shall be the head of the ~~fire and~~ police department~~s~~.

SECTION II

Section 2-136 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

Sec 2-136. - Definitions.

City official or employee means any individual employed by or holding an office or position with the city, whether elected or appointed, paid or unpaid, full-time or part-time, as the case may be (including members of councils, boards, committees, commissions or similar entities), but not including an office ~~of~~or position subject to the jurisdiction of the board of police ~~and fire~~ commissioners or any member of the fire department.

SECTION III

The definitions of "department head" and "part-time employee" found in Section 2-204 of the Mequon Municipal Code are amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

Department head means an employee who is responsible for the operation of a city department and includes: city administrator, chief of police, ~~fire chief,~~ city assessor, director of community development, director of public works/city engineer, director of parks and operations, director of finance/treasurer, assistant city administrator and city clerk.

Part-time employee means an employee who is normally scheduled to work less than 40 hours per week for the city ~~but does not include volunteer fire fighters or ambulance and rescue squad personnel~~.

SECTION IV

Sections 2-207(2) and (3) of the Mequon Municipal Code are amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

(2) Department heads are expected to conform to the normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.) of their department, however, they are afforded flexibility in the application of their time to the responsibility involved in managing their department. Subject to the prior approval of the city administrator, department heads are afforded flexibility in terms of the application of the time of those employed within their department consistent with the requirements of this article. The police~~Police and fire~~ department~~s~~ need~~s~~ approval from the mayor before changing ~~their~~ its normal business hours.

(3) Hours of work. Except for police ~~and fire~~, the normal work week for full-time employees is eight hours per day (not including lunch breaks), 40 hours per week, Monday through Friday. Work hours and days shall conform to the established hours of city business. However, this conformity shall not interfere with special time tables as required in the

operation of the city or prohibit or prevent the establishment of rotated, staggered or shortened work periods, multiple shifts or part-time hours as well as attendance at city meetings and hearings which may be needed and as approved by the city administrator.

SECTION V

Section 2-215(5) of the Mequon Municipal Code is repealed.

SECTION VI

Sections 2-216(3) and (10) of the Mequon Municipal Code are amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

(3) Paid time off eligibility.

~~(a)~~ Regular, full-time employees are eligible for the following paid time off benefits:

A proportional percentage of 18 workdays based upon the date of hire in the first calendar year of service.

Eighteen workdays after one year of service.

Twenty-three workdays after seven years of service.

Twenty-eight workdays after 13 years of service.

~~(b) Fire battalion chiefs are eligible for the following paid time off benefits:~~

~~A proportional percentage of 15 workdays based upon the date of hire in the first calendar year of service.~~

~~Seventeen workdays after two years of service.~~

~~Nineteen workdays after four years of service.~~

~~Twenty-three workdays after six years of service.~~

(10) Employees will be allowed to carry over a maximum of 40 hours of paid time off from one fiscal year to the next. ~~Fire battalion chiefs will be allowed to carry over a maximum of 48 hours of paid time off from one fiscal year to the next.~~

SECTION VII

Section 2-226(2) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

(2) The chief of police~~, fire chief~~ and police captains shall be entitled to a uniform allowance to be determined on an annual basis by the city.

SECTION VIII

Section 2-230 of the Mequon Municipal Code is repealed and recreated to read as follows:

Sec. 2-230. - Discipline procedure.

(1) *Expectations of conduct*. It shall be the duty of all employees to maintain high standards of conduct, cooperation, honesty, efficiency and economy in their work for the city. Department heads and supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives. Whenever conduct of an employee falls below a desirable standard, supervisors shall point out the deficiencies at the time they are observed. Corrections and suggestions should be made in a constructive and helpful manner in an effort to elicit the cooperation of the employee.

(2) Any action that reflects discredit upon the municipal service or is a direct hindrance to the operations of the city may warrant disciplinary action. Circumstances constituting disciplinary action include but are not limited to the following:

(a) The on duty use or illegal handling of alcoholic beverages or controlled substances.

(b) Conviction of a crime which is job-related in nature.

(c) Dishonesty or offensive attitude, conduct or language toward the public, city officials or employees.

(d) Negligence, inefficiency, failure or inability to perform job duties.

(e) Intentional damage or negligence in the care and handling of city property.

(f) Violation of any lawful and reasonable official regulation, departmental rule or a supervisor's directive.

(g) Commission or omissions of acts unbecoming an incumbent of the particular office or position held.

(h) Willful violation of any city ordinances or administrative regulations.

(i) Unauthorized absences from work.

(j) Excessive use of the city equipment including, but not limited to telephones and electronic media, for the conduct of personal business (including unauthorized long distance calls).

(k) Claiming sick leave under false pretenses.

(l) Use or attempted use of political influence or bribery to secure advantage in a promotion, departmental appropriation or for personal benefit.

(m) Failure to maintain satisfactory job attendance.

(n) Perpetuating any acts of workplace violence, including, but not limited to, abusive language, threats or acts of aggression.

(o) Failure to uphold and enforce the city's harassment policy.

(p) Violation of the city's ethics code.

(q) Use or attempted use of retaliatory conduct.

(3) Law enforcement officers suspension and removal procedures shall be governed by Wis. Stat. § 62.13. Statutory and appointed officers of the city, including the treasurer, clerk, engineer, assessor, police chief or such other appointive officers as have been created by the city shall be governed by the provisions of Wis. Stat. §§ 17.12, 17.14, and 17.16.

SECTION IX

Division 4 of Article IX of Chapter 2 of the Mequon Municipal Code is repealed and recreated to read as follows:

ARTICLE IX. - BOARDS, COMMISSIONS AND COMMITTEES

DIVISION 4. - BOARD OF POLICE COMMISSIONERS

Sec. 2-481. Creation.

The city shall have a board known as the "City of Mequon Board of Police Commissioners."

Sec. 2-482. Purpose.

The board shall fulfill the duties set forth in Wis. Stat. § 62.13, including hiring the chief of the police department, confirming subordinates appointed by such chief and, when appropriate, disciplining or terminating such chief and subordinates.

Sec. 2-483. Membership.

(a) The board shall consist of five citizen members nominated by the mayor. One member shall be appointed between the last Monday of April and the first Monday of May each year. Appointments shall be for five-year terms, each terminating as of the first Monday of May of the fifth year following appointment.

(b) Not more than three members may belong to any one political party. No alternates may be appointed.

Sec. 2-484. Chair.

The board shall elect a chair and vice-chair from among its members at its first meeting each year following the common council organizational meeting. The chair shall be known as the "president," and the vice-chair shall be known as the "vice president."

Sec. 2-485. Powers and duties.

The board shall have powers and duties set forth in Wis. Stat. § 62.13 and sections 42-20 and 42-21.

Sec. 2-486. Deviations from general provisions.

(a) Section 2-419(b) shall not apply to the board. A non-resident may not be a member of the board.

(b) Section 2-419(c) shall not apply to the board. An elected official may not serve as a citizen member or alternate citizen member of the board.

(c) Contrary to section 2-428, an elected official may not be present during any closed session of the board except as otherwise allowed by state law.

(d) Section 2-430 shall not apply. A quorum shall be required to be physically present to transact business or to take any action on any agenda item on the meeting's agenda.

SECTION X

Division 18 of Article IX of Chapter 2 of the Mequon Municipal Code is created to read as follows:

DIVISION 18. – SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT BOARD OF DIRECTORS.

Sec. 2-750. - Creation.

During such time as the city maintains membership in the Southern Ozaukee Fire and Emergency Medical Services Department, the city shall, as described below, appoint members of the "Southern Ozaukee Fire and Emergency Medical Services Department Board of Directors."

Sec. 2-751. - Purpose.

The board shall, pursuant to Wis. Stat. § 66.0301 and the terms of the Southern Ozaukee Fire and Emergency Medical Services Agreement between the city and the Village of Thiensville, oversee the operations of the Southern Ozaukee Fire and Emergency Medical Services Department (the “Department”).

Sec. 2-752. - Membership.

(a) The board shall have five members. The members shall be the Thiensville Village President, a Thiensville Trustee nominated by the Thiensville Village President and confirmed by the Thiensville Village Board, the Mequon mayor, the president of the Mequon common council and one other Mequon resident nominated by the Mequon mayor and confirmed by the Mequon common council. The administrators of Mequon and Thiensville shall be ex officio, non-voting members of the board.

(b) The city may designate an alternate member from that community to serve in place of an absent member. This alternate member shall be nominated by the mayor and confirmed by the common council annually at the organizational meeting.

(c) No regular or paid-on-call employee of the Department may be a member of the board. If an elected official is an employee of the Department, he or she shall either resign from the Department or the municipality’s governing body shall designate a replacement member of the board.

Sec. 2-753. - Officers.

(a) The board shall have three officers: a President, a Vice President and a Secretary.

(b) The office of President shall alternate between the Mequon Mayor and the Thiensville Village President. Whichever municipality’s chief executive officer is not the President shall be the Vice President. Prior to May 1, 2023, the President shall be the Thiensville Village President and the Vice President shall

be the Mequon Mayor. As of May 1 of each year thereafter, the roles shall reverse.

(c) The President shall chair meetings of the Board. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the Board shall choose the acting chair.

(d) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

(e) The Secretary shall be the Thiensville administrator. Such administrator may designate another staff person to prepare agendas and minutes.

Sec. 2-754. - Powers and duties.

The board shall have the powers and duties specified in Wis. Stat. § 66.0301 and Section 4(h) of the Southern Ozaukee Fire and Emergency Medical Services Agreement.

Sec. 2-755. - Deviation from general provisions.

Section 2-425 shall not apply to the Board. A quorum shall consist of three voting members of the board, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum.

SECTION XI

Division 19 of Article IX of Chapter 2 of the Mequon Municipal Code is created to read as follows:

DIVISION 19. – SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT JOINT FIRE COMMISSION.

Sec. 2-770. - Creation.

During such time as the city maintains membership in the Southern Ozaukee Fire and Emergency Medical Services Department, the city shall, as described below, appoint members of the "Southern Ozaukee Fire and Emergency Medical Services Department Joint Fire Commission" as provided by Wis. Stat. §§ 61.65 and 62.13(2)(b).

Sec. 2-771. - Membership.

The five members of the Southern Ozaukee Fire and Emergency Medical Services Department Board of Directors shall serve as the members of the commission. Vacancies on the commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made. The administrators of Mequon and Thiensville shall be ex officio, non-voting members of the commission.

Sec. 2-772. - Officers.

(a) The commission shall have three officers: a President, a Vice President and a Secretary. The person holding each of such offices on the Southern Ozaukee Fire and Emergency Medical Services Department Board of Directors shall hold the same office as a member of the commission.

(b) The President shall chair meetings of the commission. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the commission shall choose the acting chair.

(c) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

Sec. 2-773. - Powers and duties.

The commission shall have all powers set forth in the Wisconsin Statutes for joint fire commissions that apply to villages and fourth class cities except the municipalities specifically do not adopt, and the commission shall not have, the optional powers set forth in Wis. Stat. § 62.13(6).

Sec. 2-774. - Deviation from general provisions.

Section 2-425 shall not apply to the commission. A quorum shall consist of three voting members of the commission, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum.

SECTION XII

Section 14-26(c) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

Sec. 14-26. - License application.

(c) *License investigation*. The city clerk shall notify the chief of police, city health officer, ~~city~~ fire inspector and city building inspector of each application for any license provided under this section, and these officials or their designee shall inspect or cause to be inspected each application and the premises, together with such other investigation as shall be necessary to comply with the regulations, ordinances, and the laws applicable thereto, to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto and the applicant's fitness for the trust to be imposed. These officials shall furnish to the city clerk, in writing, the information derived from such investigations accompanied by a recommendation as to whether the license should be granted or refused. No license shall be renewed without a reinspection of the premises.

SECTION XIII

Section 14-84(b) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

Sec. 14-84. - Amusement license required.

(b) *License investigation*. The city clerk shall notify the chief of police and the ~~city~~ fire inspector of each application for any license provided under this section. These officials or their designees shall inspect or cause to be inspected each application and the premises to determine the applicant's fitness for the trust to be imposed. These officials shall furnish to the city clerk, in writing, the information derived from such investigations accompanied by a recommendation as to whether the city should grant or deny the license.

SECTION XIV

Section 26-22 of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

Sec. 26-22. - Structure of emergency management.

(a) *How constituted*. The mayor shall serve as chairperson and shall appoint an executive director for emergency responses. The mayor, from time to time, may appoint ad hoc committees to carry out planning and execution of emergency plans.

(b) *Order of succession*. In the event the mayor is unavailable to respond to an emergency, the order of succession shall be as follows:

(1) The president of the common council;

(2) The city administrator; or

(3) The department head most affected by the emergency; e.g. ~~fire chief,~~ police chief, public works director or staff member appointed to the task, or the chief of the Southern Ozaukee Fire and Emergency Medical Services Department.

SECTION XV

Article II of Chapter 30 of the Mequon Municipal Code is repealed and recreated to read as follows:

ARTICLE II. - FIRE DEPARTMENT

Sec. 30-19. - Fire department established.

(a) As used in this code, "fire department" shall mean the Southern Ozaukee Joint Fire and Emergency Medical Services Department created and governed by an intergovernmental agreement of which the city is a party, and "fire chief" shall mean the chief of the fire department. The city has entered into the intergovernmental agreement for the prevention of fires, fire suppression, and providing emergency medical services in the city.

(b) The common council shall appropriate funds to provide for operating and for such apparatus and equipment for the use of the fire department pursuant to the terms of the intergovernmental agreement which created and governs the fire department.

Sec. 30-20. – Powers of the fire chief and fire department.

(a) The fire chief or their designee shall enforce all federal, state, and local laws and regulations pertaining to fire prevention and the provision of emergency medical services.

(b) The fire department should provide fire prevention information to its citizens.

(c) The fire chief shall keep the common council informed of the activities of the fire department by among other things, providing an annual report to the council in form and substance acceptable to the council.

(d) *Command at fire or emergency medical services scene*. The fire chief or officers in command (individually or collectively the "command staff") at any fire or scene where emergency medical services are being provided are hereby vested with full and complete police authority. Any officer of

the fire department may cause the arrest of any person failing to give the right of way to the fire department in responding to a fire or call for emergency medical services.

(e) *Command staff to prescribe limits*. The command staff may prescribe certain limits in the vicinity of any fire within which no persons, excepting firefighters and police officers and those admitted by order of any officer of the department, shall be permitted to come. The command staff shall have the power to cause the removal of any property whenever it shall become necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect the adjoining property, and during the progress of any fire the command staff shall have the power to order the removal or destruction of any property necessary to prevent the further spread of the fire. The command staff shall have the power to cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the department during the progress of a fire.

(f) *Firefighters may enter adjacent property*. It shall be lawful for any firefighter while acting under the direction of the command staff to enter upon the premises adjacent to or in the vicinity of any building or other property then on fire for the purpose of extinguishing such fire and in case any person shall hinder, resist or obstruct any firefighter in the discharge of his duty as is herein before provided, the person so offending shall be deemed guilty of resisting firefighters in the discharge of their duty.

(g) *Duties of bystanders to assist; interference*. Every person who shall be present at a fire or scene where emergency medical services are being provided shall be subject to the orders of the command staff. The command staff shall have the power to cause the arrest of any person or persons refusing to obey said orders or such persons as may interfere with the orders given or work by firefighters at a fire.

Sec. 30-21. - Fire inspector; duties.

(a) The fire chief shall hold the office of fire inspector, with power to appoint one or more deputy fire inspectors, who shall perform the same duties and have the same powers as the fire inspector.

(b) It shall be the duty of the fire inspector to inspect all buildings, premises and public thoroughfares within the city limits for the purpose of noting and causing to be corrected any condition liable to cause fire. The fire inspector shall also investigate and issue permits in accordance with the regulations of the Wisconsin Department of Safety and Professional Services for the storage and handling of explosives and inflammable

liquids within the city. The fire inspector shall perform such other duties as required by the state.

(c) Whenever or wherever in the city any inspection by the fire chief or their deputies reveals a fire hazard, the fire chief or their deputies shall serve a notice in writing upon the owner of the property giving said owner a reasonable time in which to remove the hazard. In the event that the fire hazard is not removed within the time allowed, it shall be deemed a nuisance. The fire chief or their deputies are authorized to have the same removed by the city, and the cost of such removal shall be recovered in an action by the city against the owner of the property.

(d) The fire department shall keep a record of each property inspected, which shall conform to the requirements of the state and shall make the report of inspections required by the state.

(e) No person shall deny the fire chief or thier deputies free access to any property within the city at any reasonable time for the purpose of making fire inspections. No person shall hinder or obstruct the fire inspector in the performance of their duty or refuse to observe any lawful direction given by the fire inspector.

(f) Pursuant to Wis. Admin. Code § SPS 314.01(13)(b)7, the fire inspector shall complete an inspection of all public buildings and places of employment at least once per calendar year, provided that the interval between those inspections does not exceed 15 months.

Sec. 30-22. - Apparatus and equipment.

No person shall willfully injure in any manner any hose, hydrant, or fire or emergency medical service apparatus or equipment belonging to the city or the fire department, and no vehicle shall be driven over any unprotected hose of a fire department when laid down on any street, private driveway or other place to be used at any fire or alarm of fire, without the consent of the fire department command staff.

Sec. 30-26. - Creation of fire districts.

(a) *Areas*. There shall be created within the city certain areas to be known as fire districts. The location and boundaries of these areas shall be determined by the common council with the advice and assistance of the fire chief and their deputies.

(b) *Furnishing of water*. It is declared to be the intention of the common council that water tanks be erected or cisterns or similar facilities constructed in certain fire districts to be used for the purpose of furnishing

water for the extinguishing of fires. Such fire districts shall be located in areas where there are apartment, commercial, industrial or residential developments, which can be reached from such water tanks, cisterns, or other facilities with, fire apparatus and hose.

(c) *Payment of water supply facilities*. It is further declared to be the intention of the common council that the cost of constructing and installing said water tanks, cisterns of similar facilities is to be recovered by the city through the levy of a special assessment upon the benefiting properties in accordance with the authorities granted under Wis. Stats. § 66.0701, *et seq*.

Sec. 30-23. - Nonresident fees for fire department response services.

When the fire department is called upon to extinguish a vehicle fire, extricate a person from a vehicle, provide on-scene clean-up of flammable or other hazardous substances, or provide on-scene care or assistance to the vehicle occupant, and wherein the drivers license of the operator of the subject vehicle indicates that they are not a resident of the city, and the subject vehicle is not a commercial trade vehicle being operated by an employee of a business with a permanent address located inside the corporate limits of the city, the driver of the subject vehicle shall pay a service fee to the city, the amount of which shall be prescribed by the common council from time to time.

SECTION XVI

Section 30-128(1) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

Sec. 30-128. Activities exempt.

The following activities shall be exempt from the permit and fee provisions of this chapter:

(1) Fires set by the ~~Mequon~~ fire department for practice and instruction of firefighters, and/or testing of firefighting equipment.

SECTION XVII

Sections 42-20 and 42-21 of the Mequon Municipal Code are amended to read as follows (NOTE: Deleted text is ~~struck-through~~; Added text is underlined):

Sec. 42-20. - Compensation for police personnel established by common council.

(a) *Compensation for sworn officers*. Compensation for the chief of police and the sworn members of the department shall be established by the common council. Salaries may be increased by the common council, however, may not be decreased without the recommendation of the board of police ~~and fire~~ commissioners.

(b) *Salary for civilian non-sworn personnel of the department*. The salary for the non-sworn members of the department shall be established by the common council and may be increased or decreased by the common council.

Sec. 42-21. - Appointment of police department personnel.

(a) *Appointment of the chief of police*.

(1) The board of police ~~and fire~~ commissioners shall appoint the chief of police who shall hold his/her office during good behavior subject to suspension or removal by the board~~commission~~ for cause. The chief of police shall obey the lawful orders of the mayor and the lawful written orders of the mayor and/or common council.

(2) When the chief of police is out of the city and of a sufficient distance from the city that he/she could not respond back to deal with an emergency, he/she shall appoint an acting chief of police during the period of absence. Such appointment does not preclude the chief of police from directing activity from a location outside the city. The acting chief of police shall carry out the lawful directives of the chief of police and/or the mayor and common council.

(b) *Appointment of police officers*.

(1) Pursuant to Wis. Stats. § 62.13, the chief of police shall appoint sworn officers to their positions subject to the approval of the board of police ~~and fire~~ commissioners.

(2) Pursuant to Wis. Stats. § 62.13, the chief of police shall promote sworn officers as necessary, subject to the approval of the board of police ~~and fire~~ commissioners.

SECTION XVIII

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION XIX

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION XX

All city policies and parts of city policies that contravene or that are more permissive than this ordinance or that allow the city or any of its committees more discretion than that provided by this ordinance are hereby repealed.

SECTION XXI

This Ordinance shall become effective, after its publication as provided by law, on January 1, 2023.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

_____
Caroline Fochs, City Clerk

Published: _____

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Office of Administration

TO: **Common Council**
FROM: **Justin Schoenemann, Assistant City Administrator**
DATE: **May 2, 2022**
SUBJECT: **RESOLUTION 3959 A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with GovHR USA, LLC, Northbrook, Wisconsin in an Amount Not-to-Exceed $22,200**

Background

In May 2022, a contract award to Carlson Dettman Consulting was approved for the completion of a classification and compensation review of the City's non-represented employees. Following approval, City staff initiated the next steps in executing the contract. During that time it became clear to staff that while Carlson Dettman Consulting's team is qualified to complete the study, the firm is overextended and is not presently in a position to serve the City of Mequon on this study.

Given the timeline and needs of the organization, it is staff's recommendation to award the contract to GovHR, another equally qualified firm to ensure timely completion of the study. GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. If approved, Ms. Cademartori will be the City's Project Manager. Additionally, it should be noted that former City Administrator Lee Szymborski now works for GovHR. Mr. Szymborski will not be a part of the City's compensation study.

Analysis

GovHR was one of eight submitted and among the top four firms interviewed by a panel of City staff. Pursuant to the RFP, which was reviewed by the Finance-Personnel Committee on March 8, GovHR's assessment is intended to:

- Quantitatively evaluate the job content of each position using a methodology that will update the City's ranking of positions within the compensation plan, as well as recommend modifications to the present compensation structure and provide recommendations regarding the City's performance evaluation process.
- Identify other Wisconsin municipal organizations that are comparable to the City of Mequon and conduct salary surveys as needed for similar positions with identified comparable cities and other local public entities.
- Review, update, and provide recommendation(s) regarding the City's compensation plan options while remaining consistent with the City's pay policy, outlining the pros and cons of each option, and furnish a new compensation plan for the organization.

- Recommend allocations of each position to an appropriate pay grade based on internal equity and marketplace considerations when comparing against like positions with similar responsibilities.

The cost of the eight (8) proposals, is outlined below.

Firm	Location	Cost
GovHR	Northbrook, IL	$21,600
JER HR Group	NY or IA	$26,400
Carlson Dettmann Consulting	Appleton, WI	$27,750
DDA Human Resources	N/A	$29,800
PayPoint HR	Davidsonville, MD	$35,000
GPS	Gun Barrel City, TX	$35,000
Flaherty Hood	Saint Paul, MN	$59,675
RightSourcing	Bethpage, NY	$160,000

The proposal presented by GovHR addresses the RFP, demonstrates a complete understanding of the required scope of services, presents a well-qualified project team that has worked on several similar projects, and provides a strong group of local government clients. Reference checks found GovHR has successfully completed numerous classification and compensation projects for other municipalities and jurisdictions throughout the country, both on time and within budget. The assigned project manager, Joellen Cademartori is the Chief Executive Officer and co-owner of GovHR USA and has nearly 30 years of cumulative experience working in the public sector, human resources and management consulting.

Fiscal Impact

The 2022 budget does not include funding for the study. However, staff recommends the study be financed with ARPA funds since it is a one-time expense. Fund balance could also be considered as an alternative funding source for the study. The total costs will be $22,200 with the inclusion of a $600 additive bid item of having GovHR's team review the City's positions Fair Labor Standards Act Compliance. GovHR's fee is about $5,000 less than Carlson Dettmann and GovHR is willing to include the Frank L. Weyenberg Library employees at no additional cost.

A copy of GovHR's proposal, without attachments, is enclosed as Exhibit B.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on June 14, 2022.

Attachments:
EXHIBIT A- RFP (PDF)
EXHIBIT B - Proposal (PDF)
EXHIBIT C - Professional Services Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3959

A Resolution Authorizing Execution of a Professional Services Agreement for the Completion of a Classification and Compensation Study of Non-Represented Positions with GovHR USA, LLC, Northbrook, Wisconsin in an Amount Not-to-Exceed $22,200

RECITALS

A. Staff issued a Request for Proposals for the completion of said Classification and Compensation Study.

B. The proposals were received and reviewed by the City and the top firms were interviewed by City representatives.

C. The authority previously granted in Resolution 3949 for the completion of a Classification and Compensation study is revoked.

D. Following that process, it is recommended that a contract award for the completion of a Classification and Compensation Study be made to GovHR USA, LLC of Northbrook, Illinois in the amount of $22,200.

E. The Finance-Personnel Committee approved staff's recommendation at its meeting on June 14, 2022.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Professional Services Agreement for a Classification and Compensation Study is awarded to GovHR USA, LLC of Northbrook, Illinois, in an amount not-to-exceed $22,200, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

Caroline Fochs, City Clerk

Request for Proposals
(RFP)

Compensation Study
of Non-Represented Positions

City of Mequon, Wisconsin

March 9, 2022

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

Purpose and Invitation

The City of Mequon is seeking proposals from qualified consultants to conduct a compensation review for non-represented employees and update the existing pay plan for the stated class of employees.

The goal of the City is to update the current compensation system utilizing accepted practices in management to ensure appropriate compensation of non-represented employees. In doing so, the objectives of the City are:

- *To attract and retain qualified employees who will be paid market-competitive salaries.*
- *To provide fair salaries for all employees and a fiscally responsible way to administer annual salary increases.*
- *To enable the City to maintain a competitive position with other comparable municipalities within the same geographic area.*

The City is accepting proposals from qualified consultants for this study. Consultants who meet the criteria set forth herein shall submit a proposal that meets all of the requirements set forth in this RFP. The City is appreciative of your time and effort in preparing a proposal.

Background

The City of Mequon was incorporated on May 24, 1957. The Common Council is the duly elected legislative and policy-making body. The fundamental job of the Common Council is to make policy decisions for the City. The Council is advised and assisted in its duties by the City Administrator and other staff. Four standing committees of the Common Council render recommendations to the full body regarding municipal projects, facilities, services, finance and personnel as well as issues of health, safety, and welfare of the community at large. The Council solicits and receives the support of many volunteer citizen committees to ensure a democratic, citizen-centered process.

The City comprises approximately 48 square miles and serves approximately 25,000 residents. Mequon is located along the western shores of Lake Michigan, approximately 14 miles north of downtown Milwaukee. The City is bordered by a total of eight (8) other communities, including the Cities of Cedarburg and Milwaukee, the Towns of Cedarburg and Grafton, and the Villages of Bayside, Brown Deer, Germantown and River Hills.

The City of Mequon has approximately 123 full-time equivalent employees of which 86 are non-represented. Within these positions, there are a number of positions descriptions that apply to numerous employees.

Scope of Services

The study shall evaluate the City's present compensation structure as compared to the specific job market for comparable positions in the public sector, excluding represented protective service employees. The consultant shall perform or provide the following:

1. Quantitatively evaluate the job content of each position using a methodology that will update the City's ranking of positions within the compensation plan, as well as recommend modifications to the present compensation structure and provide recommendations regarding

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

the City's performance evaluation process that determines annual compensation adjustments. A copy of the City's current compensation plan is enclosed (**Attachment A**).

2. Identify other Wisconsin municipal organizations that are comparable to the City of Mequon in a manner that also accounts for departmental structures, establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with identified comparable cities and other local public entities.

3. Apply a job evaluation system to all positions to balance internal relationships with market factors.

4. Review, update, and provide recommendation(s) regarding the City's compensation plan options while remaining consistent with the City's pay policy, outlining the pros and cons of each option, and furnish a new compensation plan for the organization.

5. Recommend allocations of each position to an appropriate pay grade based on internal equity and marketplace considerations when comparing against like positions with similar responsibilities.

6. Present results to the Finance and Personnel Committee or City Council as requested, particularly at critical points in the study. Present to the City a final report and overall plan that is clear and understandable, and summarizes the information gathering process, findings, and the estimated cost of wage recommendations.

Consultants must agree to comply with all federal, state, and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, national origin, sex, marital status, disability or age, or any other characteristic as prohibited by law.

Additive Bid Items

The City is interested in the below additive bid items. The costing of the additive bid items should be separate from the scope of work estimated for the project.

1. Providing a thorough review, update and recommendation(s), and development if necessary, regarding the City's non-represented employee job descriptions, identify gaps in positions, and review for compliance with the Fair Labor Standards Act.
2. Perform the stated scope of work for an additional 18 employees (10 positions) of the Frank L. Weyenberg Library, which is a joint library between the City of Mequon and the Village of Thiensville. A copy of the Library's salary table is enclosed (**Attachment B**).

Proposal Response Format

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal. As such, the City will accept proposals containing both technical and price proposal information in a single document submission. Accordingly, proposals should include:

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

1. A summary cover letter.

2. Documentation of the relative experience and qualifications of the proposing organization as it applies to the project's scope, including any specialized experience related to analysis and formulation of compensation plans.

3. Designation of a firm principal who will be in charge of the project, as well as the primary staff who will conduct the study.

4. The resumes and detailed information on the proposed staff's experience and qualifications that will be utilized in performing the study.

5. A client listing of other municipal government organizations (communities with a population base of more than 10,000 but less than 50,000) for which compensation studies have been conducted within the past 5 years. Provide a brief description of the services performed, including contact information. The supplying of contact information by the proposer is authorization for the City to perform reference checks.

6. A timeline for completing the proposed services, including estimate of hours, breakdown of hours by activity, number and type of meetings, description of study participants and estimated completion date. Proposers should confirm they are able to begin providing services to the City by no later than May 11, 2022.

7. A price proposal. Provide a not-to-exceed cost based on the tasks to be performed, per the Scope of Services. In addition, a breakdown of tasks with estimated hours and cost per task. Please also include an hourly rate if additional or supplementary services are available. Please provide the same breakdown separately for additive bid items listed above if bidding on such.

8. Data gathering methodology.

9. Any other information that the proposer feels is applicable to the evaluation of their proposal or qualifications for accomplishing the services described herein.

10. A completed Proposal Submission Form and Certificate of Non-Collusion **(Attachment C).**

PROJECT TIMEFRAME

The City will pursue the following schedule in selecting a consultant and executing this study:

Milestone	**Completion**
Request-for-Proposals Available	March 9
Deadline for Submittal of Questions Concerning RFP	March 23
Distribution of Responses to RFP Questions	March 28
Deadline for Submittal of RFP Proposals	April 11
Proposer Interviews and/or Proposal Evaluations Completed	April 22
Award of Contract to Recommended Consultant	May 10

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

Consulting Agreement(s) Executed; Study Commences	May 11
Study Execution	May 11 – July 6
Consultant(s) complete remaining analyses & present initial report	July 7
Comments Returned to Consultant	July 22
Final Draft Delivered to City	August 1
Presentation to Mayor & Common Council	August 10

City Resources

The City of Mequon will provide copies of all current pay ranges, job classifications, job descriptions, previous studies, performance evaluation forms & descriptions for determining merit increases and any other available in-house information that the successful consultant may require to complete the study.

Proposal Submissions

One electronic copy on a thumb drive or email should be provided. All proposals must be received by the City of Mequon by mail, email or in person by 4:00 p.m. on April 11, 2022. All proposals should be addressed to:

Justin Schoenemann
Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Email: jschoenemann@ci.mequon.wi.us

Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposer(s). Any such request for information will be treated as public records requests.

Evaluation of Proposals

The City shall review all RFP proposals and may select one or more finalists for interviews. In addition, the evaluation team may require the submission of supplemental materials. The successful contractor will be required to enter into an agreement for professional services with the City of Mequon, a copy of which is enclosed as **Attachment D**. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposer to file a new proposal. Proposals will remain confidential until a firm has been selected.

The City of Mequon reserves the right to accept or reject any or all proposals, waive minor informalities, to cancel, delay or suspend all or any part of this RFP and to award a contract deemed to be in the best interests of the City. Further, the City reserves the right to issue subsequent requests for proposals, postpone opening for its own convenience, remedy technical errors or waive non-material irregularities in the RFP process and negotiate with any, all or none of the Proposers.

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

ADDITIONAL INFORMATION

Requests for additional information from the City should be gathered into one email communication from the proposer and submitted to Assistant City Administrator Justin Schoenemann at jschoenemann@ci.mequon.wi.us. All inquiries made by potential proposers will be submitted to all interested parties in order to ensure that all parties are operating with the same information. The deadline for inquiries about the RFP is 4:00 P.M. on March 23, 2022.

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

Attachment A

CITY OF MEQUON, WISCONSIN
FY2022 EMPLOYEE COMPENSATION PLAN

	2022 Pay Ranges					JOB POSITION
Pay Grades	Minimum	Q1	Midpoint	Q3	Maximum	
1	$28,363	$30,865	$33,368	$35,870	$38,373	CUSTODIAN
2	$30,632	$33,335	$36,038	$38,741	$41,444	
3	$33,082	$36,001	$38,920	$41,839	$44,758	
4	$35,729	$38,881	$42,034	$45,186	$48,339	
5	$38,588	$41,993	$45,398	$48,802	$52,207	
6	$41,674	$45,352	$49,029	$52,706	$56,384	ACCOUNTING ASSISTANT ADMINISTRATIVE SECRETARY ASSESSMENT TECHNICIAN DEPUTY CLERK DISPATCHER HUMAN RESOURCES COORDINATOR PERMIT COORDINATOR RECORDS CLERK UTILITY CLERK
7	$45,009	$48,980	$52,951	$56,922	$60,893	
8	$48,609	$52,899	$57,188	$61,477	$65,766	BUILDINGS MAINTENANCE WORKER EXECUTIVE ASSISTANT FORESTRY WORKER HIGHWAY EQUIPMENT OPERATOR HIGHWAY WORKER HIGHWAY/PARKS WORKER MECHANIC PARKS WORKER SEWER WORKER
9	$52,499	$57,131	$61,763	$66,395	$71,027	ENGINEERING TECHNICIAN I HIGHWAY FOREMAN SEWER FOREMAN

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

Attachment A

CITY OF MEQUON, WISCONSIN
FY2022 EMPLOYEE COMPENSATION PLAN

	2022 Pay Ranges					
Pay Grades	Minimum	Q1	Midpoint	Q3	Maximum	JOB POSITION
10	$56,697	$61,700	$66,703	$71,706	$76,709	ADMINISTRATIVE COORDINATOR ENGINEERING FIELD COORDINATOR ENGINEERING TECHNICIAN II INSPECTOR PUBLIC SAFETY IT SPECIALIST PLANNER
11	$61,234	$66,637	$72,040	$77,443	$82,846	ASSISTANT TO THE FINANCE DIRECTOR
12	$66,132	$71,967	$77,802	$83,637	$89,471	BUILDINGS SUPERINTENDENT FLEET SUPERINTENDENT HIGHWAY SUPERINTENDENT INSPECTIONS SUPERVISOR SEWER SUPERINTENDENT PARKS & FORESTRY SUPERINTENDENT
13	$72,511	$78,541	$84,571	$90,601	$96,631	INFORMATION TECHNOLOGY MANAGER
14	$77,137	$83,943	$90,749	$97,555	$104,361	BATTALION CHIEF
15	$79,143	$87,535	$95,926	$104,318	$112,709	ASSISTANT CITY ADMINISTRATOR ASSISTANT CITY ENGINEER ASST. DIRECTOR - COMMUNITY DEVELOPMENT CITY CLERK DEPUTY DIRECTOR OF UTILITIES DEPUTY DIRECTOR OF PUBLIC WORKS POLICE CAPTAIN DEPUTY CHIEF
16	$89,971	$97,910	$105,849	$113,789	$121,728	
17	$104,735	$113,004	$121,273	$129,542	$137,812	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS FINANCE DIRECTOR FIRE CHIEF POLICE CHIEF
18	*Established by Employment Contract*					CITY ADMINISTRATOR

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

Attachment B

FRANK L. WEYENBERG LIBRARY
OF MEQUON-THIENSVILLE

Date: March 9, 2022
To: Justin Schoenemann
From: Rachel Muchin Young
Re: F. L. Weyenberg Library UNOFFICIAL 2022 Wage Ranges

Current Practice (2022)

	Position (hrs/wk) #Current Employees in Position	Minimum	Mid-Point	Maximum
1	Library Director (FT) 1	$36.00	$42.75	$49.50
2	Patron Services Manager (FT) 1	$25.00	$29.50	$36.00
3	Access Services Manager (FT) 1 Business Manager (FT) 1	$24.00	$27.00	$30.00
4	Librarian (FT) 3	$22.00	$25.00	$28.00
5	Patron Services Associate (20 to 28 hrs.) 2 Access Services Lead (FT) 0 Technician (FT) 1	$15.00	$18.00	$21.00
6	Access Services Associate (20 hrs.) 5	$15.00	$16.25	$17.50
7	Page (12 hrs) 4	$9.00	$10.00	$11.00

Employees 20 hrs/wk and above received prorated time off benefits (Holiday [8 days/yr], Personal Holiday [1 day], Sick [4 hrs/pay period]). Employees who work at least 24 hrs/week received prorated insurance benefits and contributions to the Wisconsin Retirement System. Some employees working less than 20 hrs/wk are grandfathered into WRS.

Last Approved (2019 and 2020)

	Position(s)	Minimum	Mid-Point	Maximum
1	Library Director (FT) 1	$36.00	$42.75	$49.50
2	Patron Services Manager (FT) 1	$25.00	$29.50	$36.00
3	Access Services Manager (FT) 1 Business Manager (FT) 1	$22.50	$25.75	$29.00
4	Librarian (FT) 3	$20.00	$23.38	$26.75
5	Patron Services Associate (20 to 28 hrs.) 2 Access Services Lead (FT) 1 Technician (FT) 1	$15.00	$17.00	$19.00
6	Access Services Associate (12 to 20 hrs.) 4	$13.00	$14.75	$16.50
7	Page (12 hrs) 4	$8.00	$9.00	$10.00

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

ATTACHMENT C

PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
Compensation Study

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

_____ _____
Signature of Person Submitting Contract/Bid Date

_____
Name of Business

ACKNOWLEDGEMENT OF ADDENDA:

Acknowledge the receipt of addenda, if any (indicate date(s)):_____, _____, _____.

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

ADDENDUM NO. 1
CITY OF MEQUON
REQUEST FOR PROPOSALS TO CONDUCT A
COMPENSATION STUDY

March 23, 2022

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revisions and general clarifications to the Proposal Documents for the completion of a Compensation Study for the City of Mequon, Wisconsin.

The information given in this Addendum shall be taken into account by each prospective Proposer in the preparation of its Proposal.

Receipt of this Addendum shall be acknowledged on Attachment C: Proposal Submission Form that is included with the Request for Proposals that was issued by the City. Additionally, it is requested that a copy of this Addendum be included in the Proposer's Proposal.

GENERAL CLARIFICATIONS & INTERPRETATIONS

The following is general clarifications and revision of the proposal documents, based on inquiries received via electronic mail:

1. The City is willing to consider proposals that extend project completion past August 2022 as long as the City can be provided with a draft or other actionable documentation in August to assist in making budgeting decisions for the following year. The selected consultant may be required to present such information at an evening meeting of the Common Council. Proposers should specify the target completion date of the project within their submission.

As further indicated in the RFP, the deadline for submitting proposals in response to the RFP is 4:00 p.m. on April 11, 2022.

DATED this 23rd day of March 2022.

CITY OF MEQUON

By: /s/ Justin Schoenemann
Assistant City Administrator
City of Mequon, Wisconsin

Attachment: EXHIBIT A- RFP (RESOLUTION 3959 : Comp Study Contract)

GovHR USA
GovTEMPS USA

April 5, 2022

Mr. Justin Schoenemann
Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Mr. Schoenemann:

Attached is GovHR USA's ("GovHR") Proposal for a Classification and Compensation Study for the City of Mequon's 61 non-union positions in the organization. GovHR is a public-sector management consulting firm specializing in executive recruitment and management consulting. Our headquarters are in Northbrook, Illinois, and we are a certified Female Business Enterprise in the State of Illinois. All services are provided solely for public jurisdictions and not-for-profit entities. GovHR has conducted more than 80 classification and compensation studies in the past nine years. A complete list of our Classification and Compensation Study clients is located on our website at wwwgovhrusa.com.

If selected to conduct this Study for the City of Mequon, GovHR CEO Joellen Cademartori will serve as the Project Manager, and she will be assisted by GovHR Senior Vice Presidents Rachel Skaggs and Joan Walko, HR Specialist Alice Bieszczat, and HR Generalist Mysi Hall. Biographies for the consultant team are attached to the proposal, and Ms. Cademartori's contact information is:

Joellen Cademartori, Chief Executive Officer
GovHR USA, LLC
630 Dundee Road, Suite 225
Northbrook, IL 60062
Telephone 847-380-3238
Jcademartori@govhrusa.com

GovHR understands that human resource management continues to be a significant concern as governmental services continue to increase in cost and complexity, and the resources to fund local governments are constrained. Day-to-day operations present challenging administrative problems in planning, organizing, and directing human resource functions in order to achieve maximum efficiency and effectiveness in the delivery of municipal services. A properly developed and administered Compensation Plan forms the foundation for meeting these challenges. It helps to ensure that the Town can not only recruit the best and brightest employees but can also retain those employees, even in a competitive marketplace. By retaining qualified, experienced employees the Town avoids the costs of re-recruitments

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

and lost productivity, while maximizing the benefits of the investments it has made in employees and the institutional and community knowledge acquired by those employees over their tenures. We understand the high expectations that have been established in Mequon in recruiting and retaining excellent employees. These factors will be taken into consideration in the analysis and reflected in the Study results.

Please contact Ms. Cademartori or me if you have questions regarding our proposal or need additional information. We look forward to hearing from you and hope to have the opportunity to work with you on this important project.

Sincerely,

Judith Schmittgens
Corporate Secretary and Compliance Manager

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

MEQUON, WISCONSIN
Proposal for a Classification and Compensation Study
April 5, 2022

GovHR USA, LLC ("GovHR") is pleased to provide the City of Mequon with this proposal for a comprehensive Classification and Compensation Study for approximately 86 non-represented employees in 61 positions in the organization. The Study will include an evaluation of the City's overall employee compensation and pay structure to assure both internal and external (marketplace) equity, and a job audit for each position to determine appropriate classification. The Study conducted by GovHR will ensure that an equitable compensation system is in place that is both fair and competitive, enabling the City to recruit and retain qualified employees. The system will also be fairly easy to administer in an organized and consistent fashion, as well as sustainable for years to come.

FIRM QUALIFICATIONS AND EXPERIENCE

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Our headquarters offices are at 630 Dundee Road, Suite 225, in Northbrook, Illinois. GovHR is a limited liability company and is a certified Female Business Enterprise in the State of Illinois, working exclusively in the public sector. The company was formed as Voorhees Associates in February, 2009, and changed its name to GovHR USA in 2013.

GovHR provides service to jurisdictions and agencies in a variety of contemporary issues, including management, financial, and human resources assistance. GovHR has conducted more than 80 classification and compensation studies within the past nine years. Without fail, every pay plan recommended by GovHR has been successfully implemented by the client. We recently completed a Classification and Compensation Study in McFarland, Wisconsin, and are currently conducting several studies in Illinois, Massachusetts, Michigan, Minnesota, Vermont and West Virginia that are in various stages of completion. A list of the firm's studies and a complete list of GovHR's clients is located on our website at www.govhrusa.com.

PROJECT TEAM

Ms. Cademartori will serve as the Project Manager for Mequon's Classification and Compensation Study. Ms. Cademartori's contact information is:

Joellen Cademartori, Chief Executive Officer
GovHR USA, LLC
630 Dundee Road, Suite 225
Northbrook, IL 60062
Telephone 847-380-3238
jcademartori@govhrusa.com

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

GovHR USA
GovTempsUSA

Ms. Cademartori will be assisted by GovHR Senior Vice Presidents Rachel Skaggs and Joan Walko, Human Resource Specialist Alice Bieszczat and Human Resources Generalist Mysi Hall in study preparation, data gathering and employee interviews. Ms. Skaggs joined the firm in 2019, after having served as the City Manager of Princeton, Illinois. Ms. Bieszcat joined the firm in 2013. Together, Ms. Cademartori and Ms. Bieszcat have worked on the majority of the classification and compensation studies conducted by GovHR, and Ms. Skaggs has managed and/or assisted on more than 30 studies since joining the firm. Ms. Walko was the Senior Human Resources Business Partner for the City of Largo, Florida and most recently served as the Director of Interim Services and Consulting with Strategic Government Resources (SGR). Ms. Hall has 24 years of local government experience, and has assisted with several classification and compensation studies in Illinois and Wisconsin. Biographies for the Consultant Team are attached to this Proposal, and their client lists are available on our website at www.govhrusa.com.

PROJECT APPROACH

Mequon would like a comprehensive review and update of its current classification and compensation system for approximately 86 employees in 61 non-union positions in the organization. One of the purposes of the Study is an evaluation of the labor market, and the Study data will allow the City to better understand its competitive pay position and to determine its strengths and weakness relative to the comparable labor market.

To accomplish these objectives, GovHR will perform the following steps (listed in the order that the work will be performed). Please note, we have specified those areas where we will need the City's input/assistance.

Meetings, Salary Survey, Job Analysis.
DELIVERABLE: Start Up Documents
DELIVERABLE: Job Analysis Questionnaire Form

- **Study preparation and project meeting (via telephone or video conference call).** Meet with City representatives to discuss study methods, review organization charts, personnel rules and regulations, and the current classification and pay plans. We will seek to determine problem areas, answer questions, and review the scope and schedule of work and the data and assistance GovHR will need from the City to accomplish this task. Prior to the meeting, GovHR will require copies of the organization charts for each department, all pay plans, the current personnel manual and any other relevant information related to salaries to make for a more productive initial meeting.

- **Establishing comparables**
  DELIVERABLE: Group of Comparable Communities

  Working with City staff and using our broad-based cohort methodology, we will determine a logical survey sample of "like" municipalities that impact the compensation market for the City. In selecting public employers, we normally use criteria such as number of employees, population served, EAV, budget size, proximity, etc., the purpose of which is to select jurisdictions that are most comparable to Mequon.

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

- **Employee Kickoff Meeting (Project Manager)**

  Shortly after the initial project meeting with the City representatives, the Consultant will meet with employees virtually to explain the scope of the project and distribute Job Analysis Questionnaire (JAQ) forms. GovHR understands that many employees have not participated in this type of process before, and we take the time to carefully explain the purpose of the project to the employees and to answer any questions they may have. If any of the employees are not available when these first meetings are held, they can view a video presentation of the meeting. Employees will then be allowed two (2) weeks to complete the questionnaire. The questionnaires will also be reviewed by each employee's supervisor and returned to GovHR within three (3) weeks of distribution.

- **Prepare and send out salary surveys.**
  GovHR will design and send out the salary surveys (under City letterhead) to gather salary data for benchmark classifications in the comparable communities. To accomplish this, the Project Manager will work with City representatives to select approximately 30 benchmark classifications from the City's 61 classifications covered in the Study. These classifications will be chosen on the criteria of those that are most common in all communities and that cover all the various pay grades in the City. In addition to job titles, brief position descriptions are included in the survey to make sure we are receiving salary data for "like" positions in the comparable communities.

  Note: While GovHR will prepare all the materials to be sent out for the salary surveys, we have found that sending out the survey under the client's letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the City *may* be asked to make one follow up contact to those municipalities and that do not initially respond to the survey request.

- **Job evaluation analysis and establishment of job classification system (Consultant Team).** Upon return of the JAQs by the City, GovHR will perform the following:

  - Read each JAQ (up to 86) and corresponding Job Description (up to 61), in their entirety.
  - Personally interview at least one (1) employee (via Zoom) from each job classification to further understand the scope of their job.
  - Apply a measurement system of job evaluation factors, using nine (9) main factors used in our job evaluation instrument in order to evaluate the internal/comparable worth of each job classification. Upon completion of the job evaluation measurements, a new Classification Plan will be developed. It is important to emphasize that the job, not the qualifications or performance of the incumbents, is being evaluated. Part of this process will include the evaluation of current job titles and the recommendation for any changes to same, assuring that the job title and related recommended pay range matches what the employee is actually doing.
    Note: A formal job evaluation system, such as the one utilized by GovHR, is an attempt to objectify the reasons that jobs are compensated differently. Most compensation practitioners agree that three (3) basic factors are important in determining compensation. These are: (1) skills required; (2) responsibility; and (3) working conditions. The Equal Employment Opportunity Commission recognizes these three (3) basic factors, along with seniority and performance, as valid determinants of compensation. The nine (9) factors used by GovHR are essentially subdivisions of the first three (3) factors mentioned above. In addition, it is GovHR's practice that, under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination of Employment Act (ADEA), it is illegal to

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

discriminate in any aspect of employment. GovHR will not use discriminatory practices on the basis of race, color, religion, sex, national origin, disability, or age when performing a classification analysis. Decisions and recommendations will not be based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities.

- Based on the results of the job evaluation process outlined above, assign all classifications to skill levels.

Note: Logical breaks in the continuum of points determine the skill levels used for determining the classification system. For example, skill level 1 might contain jobs that scored between 185 and 200 points, skill level 2 between 205 and 220 points, and so on.

- Review the results of the job evaluation exercise with City representatives and revise as necessary.

II. Salary Survey Analysis.

DELIVERABLE: Salary Survey Data
DELIVERABLE: New Salary Schedules

The following steps will be included in this component of the Study:

- Tabulate, summarize, and analyze comparative compensation information obtained through the surveys. Our pay tabulations compare the City's salaries for the surveyed positions with the average minimum and the average maximum of the survey data for each surveyed class, when possible. Data is displayed for each jurisdiction on each class and summarized in an overall table. This data is analyzed to determine the percentage difference between the City's present pay for each class and the survey data.

  The Consultants will work with the City at the initial meeting to determine its policy with respect to compensation (i.e., 50th percentile; 75th percentile, etc.). Once this is determined, the Consultants will use the salary survey data to develop and recommend new salary schedules for the City's 61 classifications. This process will include a recommendation regarding how employees are inserted into the new plan and how they move through the proposed pay plan (either via a merit system or defined merit increment plan), with recommendations for a specific performance-oriented program with respect to salary advancement through the new salary ranges. The salary schedules will outline what the specific percentages are between ranges and grades. Note: GovHR always recommends that there be a merit component associated with the granting of wage adjustments and a recommendation for this will be included in the City's report.

III. Progress Reports (via email and video/conference calls)

GovHR prides itself on our attention to and communication with our clients as the project proceeds. As such, GovHR will strive to maintain regular contact with the City's representative and to be available to address the Client's questions, concerns and needs.

GovHR will make regular progress reports to the City as requested, particularly at critical points in the Study. Additionally, the Project Manager will meet with the City representative and other key staff such as department heads to participate in a question-and-answer session and to review the results of the job evaluation exercise and the proposed new salary schedules.

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

GovHR USA
GovTempsUSA

IV. Draft and Final Report Preparation

DELIVERABLE: Draft and Final Report

A draft report will be prepared by the Consultants and sent electronically to the City that includes:

- an Executive Summary highlighting the overall scope of the Study and the general observations, outcomes and recommendations contained within the Report;
- a summary of all aspects of the Study, including recommendations, methods and guidelines for achieving the overall aspects of the Study as well as recommendations for annual maintenance and review of the new plans;
- pay range options that are consistent with the City's pay policy, outlining the pros and cons of each option;
- assignment of each position to an appropriate classification and pay grade based on internal equity and marketplace considerations;
- recommendations on keeping the plan current, equitable and up to date over the next ten years.
- An implementation plan and cost estimates of implementing the Study's findings and recommendations.

- Once the City representatives return review comments, a final report (one hard copy and one electronic copy for reproduction) will be prepared and sent to the City.

V. Presentation of Findings (Project Manager)

The Project Manager will make a presentation of findings to the Finance Committee of the Common Council detailing the final results of the Study, if desired.

VI. Training

GovHR will provide the City with a procedure manual on the use of the system and will train designated staff on the maintenance and upkeep of the classification and compensation plan.

VII. Updates to Job Descriptions (Optional)

GovHR will identify any job descriptions in need of update or rewrite and will provide the City with a template for updating the position descriptions. Alternatively, GovHR will update the City's job descriptions for an additional fee. See Optional Services/Cost Proposal.

VIII. FLSA Review (Optional)

GovHR will review the City's FLSA classifications and make appropriate recommendations for reclassification, if desired, for an additional fee. See Optional Services/Cost Proposal.

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

GovHR USA
GovTempsUSA

PROPOSED PROJECT TIMELINE

GovHR is available to start this project within three weeks of acceptance of its proposal. A Study of this size would normally take approximately 90 - 120 days. We can work with the City on a shorter timeframe, if needed. This timetable below is contingent upon the timely response from the comparable governmental supplying the salary data, as well as the timely response of the City employees in returning the JAQs.

Following is a detailed breakdown of the work schedule:

- Week 1: Meet with City representatives to discuss Study methodology and expectations.
- Week 2: Prepare and distribute salary surveys to comparable public entities.
- Week 3: Meet with employees to hand out JAQs and explain the purpose of the Study and the process.
- Week 4 to 6: Return of JAQs and salary surveys.
- Week 7: Reading of JAQs and job descriptions; interview employees.
- Week 8 and 9: Analyze data; prepare new classification and compensation plans.
- Week 10: Send draft findings to the City.
- Week 11: Meet with key City representatives to review preliminary findings.
- Week 12: Prepare Draft Report and send to the City.
- Week 13: Get return comments from the City.
- Week 14: Prepare Final Report.
- Week 15: Present Report to the Common Council and City Management.

GovHR is mindful of the Client's desire to have a finished quality product within a reasonable time after initiating a Study of this kind, and we pride ourselves in adhering to this timeframe. Our past clients will confirm our diligence in delivering our report and other deliverables on time.

REFERENCES

McFarland, Wisconsin
Classification and Compensation and Staffing Study (2021) – 43 positions
Contact: Cassandra Suettinger, Village Clerk/Treasurer
608-838-3153
Cassandra.Suettinger@mcfarland.wi.us

Town of North Andover, Massachusetts
Classification and Compensation Study and Job Description Updates (2020) – 63 job classifications
Contact: Denise Casey, Deputy Town Manager
978-688-9516
dcasey@northandoverma.gov

Village of Glenview, Illinois
Classification and Compensation Study and Job Description Updates (2019) – 55 positions
Contact: Sarah Schillerstrom, HR Manager
847-904-4370
sschillerstrom@glenview.il.us

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

GovHR USA
GovTempsUSA

Town of Hingham, Massachusetts
Classification and Compensation Study (2020/21) – 70 positions
Contact: Lisa Campbell, Human Resources Director
781-804-2479
campbelll@hingham-ma.gov

City of Seward, Alaska
Classification and Compensation Study, Job Description Updates (2019) – 70 positions
Contact: Stephen Sowell, Assistant City Manager
907-224-4066
ssowell@cityofseward.net

COST PROPOSAL

We have proposed that the entire Study be conducted virtually due to the pandemic; however, if the City requests any in-person meetings and CDC and state guidelines indicate that it is safe and permissible to travel, GovHR will provide the City with an additional estimate for travel and related expenses. GovHR has conducted several virtual studies since the start of the pandemic, resulting in significant cost savings to our clients.

We estimate the fee for the entire study to be **$21,600** and will agree to complete the study for this **fixed fee of $21,600.** Payment will be due as follows: 40% of the professional fees ($8,640) will be due after the initial project meeting, 40% ($8,640) after delivery of the preliminary findings approximately 10 weeks into the Study, and the remaining 20% ($4,320) will be billed after the Study is completed. Invoices will be sent to the City and are payable within 30 days of receipt, after which a 2% monthly interest charge will accrue.

Study Phase Breakdown	Hour Breakdown	Cost
I. Meetings, Salary Survey, Job Analysis		
Study preparation and project meeting (via video conference call)	2 hours	**$300**
Establishing comparables	10 hours	**$1,500**
Employee kickoff meetings/distribute JAQs	2 hours	**$300**
Prepare and send out salary surveys	12 hours	**$1,800**
Job evaluation analysis and establishment of job classification system ➢ reading of up to 86 JAQs/61 JDs ➢ employee interviews via Zoom calls (Consultant Team) ➢ analyzing data and establishing classes ➢ assigning of skill levels ➢ review and evaluation of preliminary analysis with City representatives (via email and conference calls)	 6 hours 36 hours 10 hours 6 hours 6 hours	 **$900** **$5,400** **$1,500** **$900** **$900**
II. Salary Survey Analysis		
Analyzing salary survey data	16 hours	**$2,400**

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

GovHR USA
GovTempsUSA

Establishing new salary schedules	12 hours	**$1,800**
III. Meetings with City representatives and Department Heads to Review Survey Data and Job Classifications (via conference calls)	4 hours	**$600**
IV. Draft and Final Report Preparation		
Writing draft report	12 hours	**$1,800**
Final report	4 hours	**$600**
V. Presentation of Findings	2 hours	**$300**
VI. Training on Use of System	4 hours	**$600**
PROJECT HOUR AND COST TOTAL	**144 Hours**	**$21,600**

NOTE: If the City accepts our proposal for this project, GovHR will for one (1) year from the date of the signature of this agreement, provide support services at no additional cost. This will include any telephone communication necessary by the staff with regard to any questions concerning the report.

OPTIONAL SERVICES/EXPENSES:

Progress Reports – It is customary to have periodic telephone conversations throughout the Study to give progress reports. There will be no charge for these periodic telephone updates.
Site Visits – If the City chooses to have the Consultants make any on-site visits (and CDC and State guidelines say it is safe to travel) for meetings, employee interviews and/or presentation of findings, there would be additional costs for consultant travel and related expenses.
Benefits Review – If the City would like a review of benefits in the comparable communities, there would be additional fees of $2,400 for the benefits survey and analysis.
Job Descriptions – Updates to existing job descriptions cost $200.00 each; new job descriptions, if needed, cost $300.00 each. The job descriptions are done after the rest of the Study is complete and are billed separately.
FLSA Review and Recommendations – 4 hours, $600
Additional Services – any additional services not covered in this Proposal and requested by the City will be billed at the rate of $150 an hour plus expenses.

This quote is good for a period of three months, after which prices may increase.

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

GovHR USA
GovTempsUSA

CONCLUDING REMARKS

In closing, GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the team assembled for conducting the proposed study for the City of Mequon is of the highest caliber and qualifications.

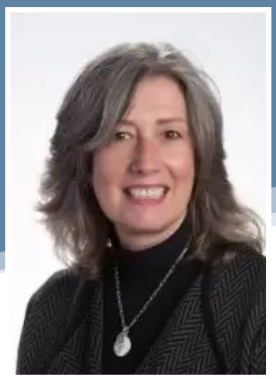
GovHR appreciates your consideration of this proposal and looks forward to the opportunity to work with the City on this important project.

Sincerely,

Judith M. Schmittgens
Corporate Secretary ad Compliance Manager

Attachments: Consultant Biographies

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)



Joellen Cademartori

GovHR USA
GovTEMPS USA

Joellen Cademartori is the chief executive officer and co-owner of GovHR USA and has nearly 30 ye of cumulative experience working in the public sector as a municipal leader, and in human resour and management consulting. Joellen's exceptional communication style has enabled her to deve and maintain strong relationships with her peers, elected and appointed officials, and related lo government partners.

The public sector human resources and management projects Joellen has worked on have earned her respect in local governments acr the country. Due to her commitment and dedication to local government, she is known an industry leader in executive recruiting, inte staffing, in addition to human resources and management consulting work.

Throughout her career, Joellen has been privileged to serve on numerous local, state and national committees. A personal and professic highlight for her was being on the International City/County Management Association (ICMA) Executive Board as a representative from Northeast Region. Joellen regularly speaks in front of groups, and writes about a variety of local government topics, which incl organizational analysis, generational diversity, succession planning, performance management, resume development and interviewing s and techniques. She is dedicated to developing the next generation of managers and remains passionate about excellence in lo government.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northeastern University, Boston, MA
- Bachelor of Economics, Worcester State College, MA
- Senior Executive institute, Leading, Education & Developing (LEAD) Program, University of Virginia, Weldon Cooper Center for Public Service

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Executive Recruiter Panel – Investing in the Next Generation of Leaders, NFBPA – Emerge 2020
- Re-Evaluating Your Employee Evaluation, MMA 2020
- Succession Planning for the Public Sector Webinar, NPELRA 2020
- What Does it Take – Landing Leadership Positions, ICMA 2019
- Achieving Your Leadership Potential Thinking Strategically About the Next Steps in Your Career, NFBPA 2019
- Succession Planning tips to Achieve Unity Through Diversity, MMA 2019
- Putting Your Best Foot Forward – Interview Skills for Women, including Posture, Presence and Bias, WCMA Women's Leadership Seminar 2018
- Tips for a Successful Recruitment Process – MMA 2018
- Hire Hard, Manage Easy – Tips for Getting the Best Employees, IPELRA 2018
- Achieving Your Leadership Potential: Thinking Strategically About the Next Steps in Your Career, LGHN 2018

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association (ICM Member
- ICMA – Task Force on Deputy/Assistant Managers 2017-20 Current Member
- Illinois City and County Management Association (ILCM Current Member
- ICMA - Task Force on Women in the Profession 2012 – 20 Member
- ICMA - Conference Planning Committee 2010 – 2011, Chair

PROFESSIONAL BACKGROUND

24 Years of Local Government Leadership and Management

- Evanston, IL
  - Director of Administrative Services 2009-2011
  - Director of Human Resources 2007-2009
- Catawba County, NC
  - Assistant County Manager 2004-2007
- Barnstable, MA
  - Assistant Town Manager 2000-2003
- Yarmouth, MA
  - Assistant Town Administrator 1993-2000
- Northborough, MA
  - Assistant Town Administrator 1992-1993
  - Acting Town Administrator 1991
  - Administrative Asst. to the Town Admin 1988-1990
- Holden, MA
  - Intern 1987

Click here to view full biography at GovHRusa.com

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

RACHEL SKAGGS

GovHR USA
GovTEMPS USA

Rachel Skaggs is a Senior Vice President with GovHR USA and has over 10 years of experience in local government management. She has managed substantial capital and general budgets developed utility policies, improved economic development initiatives, and handled multiple human resources functions.

Rachel Skaggs has over 10 years of experience in local government management in Illinois, including the Village of Montgomery, Village Schaumburg and the City of Princeton. She has managed substantial capital and general budgets, developed utility policies, impro economic development initiatives, and handled all human resources tasks.

Rachel is a native of Walnut, Illinois and a graduate of Bureau Valley High School. She possesses a Master's Degree in Public Administrat from Northern Illinois University in DeKalb, Illinois.

Rachel served as the City Manager for Princeton from 2015 – 2019. Princeton is an active City located two hours west of Chicago Interstate 80. Princeton is unique in that it provides all their own city services including electric, water, sewer, garbage, cemeteries, an city-owned hospital (one of two left in the State of Illinois). For a town of 7,800 people the City has a budget of over $25 million. community is known for its significant historic buildings, with two downtown districts placed on the National Register of Historic Pla During Rachel's tenure for the City of Princeton she completed numerous projects, including creating utility policies, developing operat and capital budgets, streamlining human resource operations, consolidating utility billing, refinancing debt and successfully negotia multiple union contracts.

Prior to her time with the City of Princeton, Rachel served as the management analyst for the Village of Schaumburg and for the Village Montgomery. During her time as management analyst she was responsible for human resources tasks, capital improvement plann budgets, special events, and community outreach.

Rachel is passionate about community engagement, diversity inclusion and volunteerism. Rachel has co-authored two articles that focus women in government and the history behind the low number of women in executive level positions in local government. Throughout tenure as a City Manager, Rachel developed committees and commissions to help lead the City forward and to increase commu engagement and volunteerism. Rachel believes that cities and towns all over can succeed with community interaction, citizen involvem diversity inclusion and trust.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Arts - English and Political Science, Northern Illinois University

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Presentation on Females in Local Government,
  ICMA Conference, Phoenix, Arizona (2012)
  The Legacy Project
  ILCMA
- Public Management Magazine article "Women Leading Government" co-authored with Heidi Voorhees
- Public Voices XIII No. 2. article "Advancing Women in Local Government: The Case in Illinois" co-authored with Dr. Kimberly Nelson

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association
- Illinois City/County Management Association
- Illinois Public Employer Labor Relations Association
- The Legacy Project
- Princeton Rotary Club

PROFESSIONAL BACKGROUND

- City Manager, Princeton, IL 2015 - 2019
- Management Analyst, Village of Schaumburg, IL 2012 - 2015
- Management Analyst/HR Manager, Village of Montgomery, IL 2009 - 2012

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

P: 847.380.3240 www.gov

JOAN WALKO

GovHR USA
GovTEMPS USA

Joan Walko is a Senior Vice President with GovHR USA focusing on recruitment and humar resources consulting. She most recently served as Director of Interim Services and Consulting witl Strategic Government Resources.

Prior to SGR, Joan was the Senior Human Resources Business Partner for the City of Largo, FL. She also has experience in human resour with school systems, utilities, and in the private sector. Joan is based in Safety Harbor, Florida.

Joan has broad experience in administration, operational, and financial aspects of municipal government and all disciplines of hur resources including talent acquisition and retention, executive recruitment, on-boarding, ERP (implementation, setup and maintenan employee relations, compensation and classification, performance management/improvement, risk management, coaching, and bene and wellness programs.

Joan holds a bachelor of science in Mass Communications and a master's degree in Human Resources Development. A lifelong learner, has advanced certifications from both HRCI (SPHR) and SHRM (SHRM-SCP) and obtained her 620 Adjuster – All Lines License. She rece completed a Diversity, Equity, and Inclusion in the Workplace Certificate from USF Muma College of Business.

PROFESSIONAL EDUCATION

- Master of Science in Human Resources Development, Towson University
- Bachelor of Science in Mass Communication/Media, Townson University

TRAINING AND INSTRUCTION

- SPHR, Senior Professional Human Resources (HRCI)
- SHRM-SCP, Senior Certified Professional (SHRM)
- 620 Adjuster – All Lines License

MEMBERSHIPS AND AFFILIATIONS

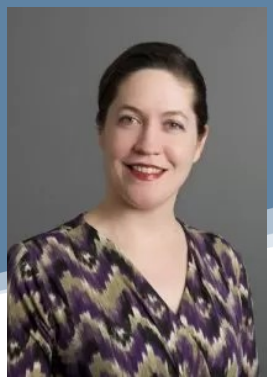
- Suncoast Human Resources – Member
- Director, College Relations
- Howard County Human Resource Association Member
- Safety Harbor Citizen's Academy
- Largo Citizen's Academy
- First Evangelical Lutheran Church– HR Committee Member
- St. Johns Lane Community Association- Special Events Memb
- Baltimore Buzz Brigade -Social Media Volunteer
- Certified Tourism Ambassador™ (CTA) Program

PROFESSIONAL BACKGROUND

- Senior HR Business Partner, City of Largo, FL 2014 - 2021
- Compensation & Staffing Generalist, Howard County Public School System 2005 - 2014
- Sr. Compensation & Benefits Consultant, Digex Inc. 2001-200
- Principal, Harbor Consulting Partners 1995- 2001
- Manager, Compensation , University of Maryland 1992-199
- Compensation Specialist, John Hopkins Health System 1990-1992

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

P: 847.380.3240 www.gov



ALICE BIESZCZAT

GovHR USA
GovTEMPS USA

Alice Bieszczat is a Human Resources Specialist with GovHR USA, and brings over 20 years o experience spanning the private, non-profit and public sectors to the organization.

Ms. Bieszczat has provided human resources consulting services for both Voorhees Associates and the PAR Group, as well as non-pr consulting services for clients including the Ann & Robert H. Lurie Children's Hospital of Chicago, the North Shore Senior Center, Aur Healthcare and the Archdiocese of Milwaukee. Her most recent consulting assignments for GovHR USA have included Classification Compensation Studies in Wisconsin, Indiana, Iowa, Illinois, Massachusetts and Michigan.

Ms. Bieszczat also worked for the Chaddick Institute of Metropolitan Development at DePaul University. During her tenure there she hel implement programs advancing the field of urban planning and design review for municipalities in metropolitan Chicago. Her research transportation innovations was published in the Transportation Research Journal and featured in national media such as the New Y Times, Atlantic Cities and Planning Magazine. She has lectured on transportation innovations in conference, seminar and univer settings. At Lurie Children's Hospital of Chicago, Ms. Bieszczat led the Foundation Gifts team in securing leadership gifts to support community-based outreach programs and the construction of its new facility in downtown Chicago. Ms. Bieszczat began her caree telephony. As a Radio Frequency Engineer for Sprint Cellular and Alltel, she partnered with local maintenance technician teams to p design, implement and optimize cellular phone networks nationwide.

PROFESSIONAL EDUCATION

- Master's in Public Service Management, DePaul University, IL
- Bachelor of Science in Mathematics, DePaul University, IL

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Published research on transportation innovations in Transportation Research Journal and Transport Policy
- Lecturer on Transportation Innovations

PROFESSIONAL CONSULTING

- Aurora Healthcare and the Archdiocese of Milwaukee
- Ann & Robert H. Lurie Children's Hospital of Chicago
- North Shore Senior Center
- Logan Square Neighborhood Association

PROFESSIONAL BACKGROUND

More Than 20 Years of Experience in Private, Non-Profit and Pub Sectors

• GovHR USA/Voorhees Associates 2008;	2012 – Prese
• Chaddick Institute of Metropolitan Development at DePaul University, IL	2009 – 2012
• Lurie Children's Hospital of Chicago	2005 – 2008
• American Diabetes Association	2004 – 2005
• Accelerated Fundraising Solutions	2000 – 2003
• Sprint Cellular/Alltel	1996 – 2000

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

P: 847.380.3240 www.gov

Mysi Hall

GovHR USA
GovTEMPS USA

Mysi Hall, MPA, PHR is the Communications and Human Resources Manager of GovHR USA. S joined in 2013 and has served a key role in internal human resources policies and procedures, bene administration, risk management, payroll processing, interim staff placement and on-boardi development of social media outreach, utilization of web-based tools, website maintenan administrative assistance, event management, research and reporting.

Through her government and non-profit administration career, Mysi has acquired varied experience in coordination of public effo public policy, marketing, grant writing, fundraising, event planning, research, program evaluation and community development. She extensive technical skills and knowledge in web based programs, database administration, html, desktop publishing, and reporting.

Mysi received her Bachelor's in Psychology with double minors in Urban Studies and Management from Wittenberg University (20 and Master's in Public Administration (2005) from Northern Illinois University. As a graduate student, she served as an Administra Intern for the Evanston City Management Office and as the Finance Graduate Intern for the City of Aurora, Illinois. Mysi is curre studying the Juris Doctorate program at Chicago-Kent Law School with a concentration in Employment and Labor Law.

After graduating from NIU, Mysi accepted a position with the Village of Huntley as a Management Assistant, where she worked in Pu Information, Planning and Transportation, Project Management, and Special Events. After leaving the Village of Huntley in early 20 Mysi served as a Development Associate for Family Alliance, Inc., a non-profit day center for seniors. From 2008-2011, Mysi serve the Continuing Medical Education Manager for the AADEP, a non-profit professional association for disability evaluating physicians 2011, Mysi co-founded CitySquare Solutions, a public administration and technology consulting services firm. Additionally, Mysi achie Professional Human Resources (PHR) Certification in April 2017.

Mysi is currently President for the Legacy Project, an organization dedicated to the advancement of women in local government.

PROFESSIONAL EDUCATION

- Master's degree in Public Administration, Northern Illinois University, IL
- Bachelor of Arts degree in Psychology with double minor in Urban Studies and Management, Wittenberg University, OH
- Professional Human Resources (PHR) Certification

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Succession Planning, Panelist – IAMMA, 2017
- Recruiting in the Digital Age, HR Association of Oakbrook, 2017
- Girl Power: Empowering Women in Leadership, Panelist - IAPD, 2019

MEMBERSHIPS AND AFFILIATIONS

- Legacy Project, Board Member (2018-Present)
- Legacy Project, Communications Committee Chair (2015-2020)
- Legacy Project, Professional Development Committee Chair (2021-Present)
- Illinois Search and Staffing Association, Member
- SHRM, Member
- Former, IAMMA Member
- Former, ILCMA Member

PROFESSIONAL BACKGROUND

24 Years of Local Government Leadership and Management

- Public Admin and Technology Consultant, Founder CitySquar Solutions, 2011-2016
- Education Manager, American Academy of Disability Evaluati Physicians 2008-2010
- Development Associate, Family Alliance, Inc, Senior Services Center, 2007-2008
- Management Assistant, Village of Huntley, IL 2006-2007
- Graduate Finance Intern, City of Aurora, IL 2004-2005
- Manager's Office Intern, City of Evanston, IL 2003-2004
- Manager's Office Intern, City of Springfield, OH 2000-2003

[Click here to view full biography at GovHRusa.com]

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

ATTACHMENT C

PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
Compensation Study

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Judy Schmittgens 4/5/22 _____
Signature of Person Submitting Contract/Bid Date

GovHR USA
Name of Business

ACKNOWLEDGEMENT OF ADDENDA:

Acknowledge the receipt of addenda, if any (indicate date(s)): 1, (3/23/22), _____, _____.

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

ADDENDUM NO. 1
CITY OF MEQUON
REQUEST FOR PROPOSALS TO CONDUCT A
COMPENSATION STUDY

March 23, 2022

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revisions and general clarifications to the Proposal Documents for the completion of a Compensation Study for the City of Mequon, Wisconsin.

The information given in this Addendum shall be taken into account by each prospective Proposer in the preparation of its Proposal.

Receipt of this Addendum shall be acknowledged on Attachment C: Proposal Submission Form that is included with the Request for Proposals that was issued by the City. Additionally, it is requested that a copy of this Addendum be included in the Proposer's Proposal.

GENERAL CLARIFICATIONS & INTERPRETATIONS

The following is general clarifications and revision of the proposal documents, based on inquiries received via electronic mail:

1. The City is willing to consider proposals that extend project completion past August 2022 as long as the City can be provided with a draft or other actionable documentation in August to assist in making budgeting decisions for the following year. The selected consultant may be required to present such information at an evening meeting of the Common Council. Proposers should specify the target completion date of the project within their submission.

As further indicated in the RFP, the deadline for submitting proposals in response to the RFP is 4:00 p.m. on April 11, 2022.

DATED this 23rd day of March 2022.

CITY OF MEQUON

By: /s/ Justin Schoenemann
Assistant City Administrator
City of Mequon, Wisconsin

Received:

Judy Schmittgens
Judy Schmittgens

Attachment: EXHIBIT B - Proposal (RESOLUTION 3959 : Comp Study Contract)

CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the _____ day of _____, 2022 (***"Agreement"***), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation (***"City"***) and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name (*"Consultant"*): GovHR USA, LLC

Address: 630 Dundee Road, Suite 225, Northbrook, IL 60062

Telephone: 847-380-3238

E-Mail: Jcademartori@govhrusa.com

Agreement Amount: $22,200 for City of Mequon

B. Project Description. The Consultant has been engaged to complete a comprehensive compensation review for non-represented employees and update the existing pay plan for the stated class of employees. The project is further described in the Request for Proposals issued by the City on March 9, 2022, which is attached as **Exhibit A** to this Agreement ("***RFP***").

C. Representations of Consultant. The Consultant has submitted to the City a work proposal dated April 5, 2022, a copy of which is attached as **Exhibit B** to this Agreement (***"Proposal"***). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the RFP and in the Proposal (***"Services"***) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services within three weeks of receipt of written notice from the City that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City (***"Time of Performance"***). The City may modify the Time of Performance stated in the proposal at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the Assistant City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services under this Agreement (including, without limitation, the amount of all reimbursable expenses) shall not exceed $22,200 ("Agreement Amount").

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

D. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

E. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (***"Time of Disclosure"***); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of $1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the Consultant to vendors shall be subject to the approval of the Common Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Attention: Justin Schoenemann, Assistant City Administrator

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

With a copy to:

Wesolowski, Reidenbach & Sajdak
11402 W. Church Street
Franklin, Wisconsin 53132
Attention: Brian C. Sajdak, City Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

GovHR USA, LLC
630 Dundee Road, Suite 225
Northbrook, IL 60062
Attention: Joellen Cademartori, Chief Executive Officer

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Wisconsin. Venue for any action or other proceeding that may be brought arising out of, in conjunction with, or by reason of this Agreement, shall be the Wisconsin Circuit Court for and in Ozaukee County.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A, the City's Request for Proposals (RFP), and Exhibit B, the Consultant's Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. In the event of a conflict between the RFP and the proposal, the RFP shall control.

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

R. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2022.

ATTEST:

CITY OF MEQUON

By: _____
Caroline A. Fochs, City Clerk

By: _____
Andrew Nerbun, Mayor

Approved as to Form:

_____
Brian C. Sajdak, City Attorney

ATTEST:

CONSULTANT

By:_____

Title:_____

By: _____

Its: _____

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

EXHIBIT A

City of Mequon Request-for-Proposal (RFP) Dated March 9, 2022

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

EXHIBIT B

Proposal Dated April 5, 2022

Attachment: EXHIBIT C - Professional Services Agreement (RESOLUTION 3959 : Comp Study Contract)

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Engineering

TO: **Common Council**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **June 14, 2022**
SUBJECT: **RESOLUTION 3960 A Resolution Amending the City of Mequon Financial Policies to include Policy Statement 15: Vehicle Leasing**

Background

The Enterprise Master Lease Agreement and analysis went to the Public Works Committee in April for review and discussion and was approved by the Common Council in May. Staff generated the attached policy to establish the parameters for executing the individual lease agreements. Due to the timing of the manufacturers opening order banks for vehicles, it is imperative that staff have the authority to administer the lease agreements to meet ordering deadlines.

Analysis

Staff listened to the concerns and questions posed by the Common Council in May and utilized those parameters to establish a financial policy to execute and administer the individual leases associated with the master lease agreement. With the permission of the Common Council, the proposed vehicle leasing policy will be used to administer leases for the vehicles listed. Any leases outside of the listed vehicles or which do not meet the parameters of the policy would come before the Common Council individually for approval.

Two of the specific discussion points in May revolved around the Reduced Book Value at Term and the Interest Rate. The Reduced Book Value at Term is different than with conventional leases and is set to leverage the low government pricing for purchases, and a higher resale value in the private market. The value may result in a higher monthly cost than that of a conventional lease but allows the City to leverage the Gains from Prior Unit at the time of sale to further reduce subsequent lease payments or to pay future lease payments.

The Interest Rate is also different than with a conventional lease. With the Enterprise program, the Interest Rate is the 3 Year Treasury Bill plus 3%. As of the date of this memo, the interest rate would be 3 Year Treasury Bill (2.73%) + 3% = 5.73%. For reference, the pool vehicles that the City leased in 2020 had an interest rate of 5.332%. In addition to the Interest Rate, the Monthly Lease Charge also includes a Management Fee of 0.12%.

The proposed policy also includes parameters to regulate the other terms and conditions associated with the open-end (equity) lease agreements that Enterprise requires execution of prior to ordering the vehicles. As previously indicated, any lease agreements outside of the policy would require Common Council approval.

Fiscal Impact

The first lease payment is due the month after the City takes delivery of the vehicle so that the City can leverage any gain from the sale of the previous unit. Based upon anticipated order banks and projected vehicle delivery timeframes, the earliest lease payments would be due in late 2023 and the remaining in 2024. Therefore the FY2023 budget process will contemplate the funding of the capital account for lease payments. The combination of the 2023 and 2024 lease payments should be the largest financial obligation of the City and the lease payments would be reduced over time, as the program is implemented.

Recommendation

Staff recommends that the Committee of the Whole favorably endorse and the Common Council approve the resolution establishing a financial policy for vehicle leasing.

Attachments:
Policy Statement 15 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3960

A Resolution Amending the City of Mequon Financial Policies to include Policy Statement 15: Vehicle Leasing

RECITALS

A. In June 2018, the Common Council adopted a series of financial policies that guide the City's financial operations.

B. In May 2022, the City entered into a master agreement for fleet management which includes the leasing of vehicles.

C. Staff generated a formal financial policy document to summarize the financial policies for vehicle leasing.

D. The policy allows for City staff to execute lease agreements within the parameters defined in the policy.

E. The Committee of the Whole, having reviewed the attached financial policy document, recommends to the Common Council, that the policy contained herein be adopted and implemented until further amended.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that Financial Policy Statement 15: Vehicle Leasing, in the form as attached, is adopted and implemented for use until further amended.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

_____
Caroline Fochs, City Clerk

POLICY STATEMENT 15
VEHICLE LEASING

General: The purpose of the vehicle leasing policy is to formalize the framework for City staff's administration of vehicle lease agreements. The policy is intended to be broad enough to allow City staff to function within the parameters of responsibility and authority, yet specific enough to adequately administer the City's fleet management needs.

Scope: This fleet management policy applies to vehicles within the Department of Public Works fleet. These vehicles include the following:

201	3/4 Ton Pickup Ext 4X4
202	3/4 Ton Pickup Crew 4X4
203	3/4 Ton Pickup Ext 4X4
207	3/4 Ton Pickup Reg 4X4
209	3/4 Ton Pickup Reg 4X4
400	1/2 Ton Pickup Crew 4X4
405	3/4 Ton Pickup Ext 4X4
406	3/4 Ton Pickup Reg 4X4
500	1/2 Ton Pickup Ext 4X4
501	Sedan or 4X4 Small SUV
502	Sedan or 4X4 Small SUV
503	Sedan or 4X4 Small SUV
504	Sedan or 4X4 Small SUV
505	Sedan or 4X4 Small SUV
506	Sedan or 4X4 Small SUV
512	3/4Ton Pickup Ext 4X4
514	Sedan or 4X4 Small SUV
516	Sedan or 4X4 Small SUV
520	½ Ton Pickup Ext 4X4

Objectives: The primary objectives of the fleet leasing program of the City of Mequon shall be the following:

A. Safety
B. Fuel Efficiency
C. Low Maintenance
D. Low Annual Expenditure

Approval Authority for Purchases: The Capitalized Price of the Vehicle, Total Capitalized Amount (Delivered Price), Individual Open-End (Equity) Lease Rate Quotes for the full term and the cumulative annual lease payments may exceed $25,000. To allow for the efficiency of the fleet management program, the expenditures do not require Standing Committee or Common Council approval, provided the financial performance follows this policy statement. The Director of Finance is subsequently authorized to execute the lease agreements provided the annual budget allocates sufficient funds within the DPW Equipment Replacement – Leases or DPW Equipment Replacement capital account.

Orders: All vehicles require procurement through the state contract, in accordance with Policy Statement 11.

Attachment: Policy Statement 15 (RESOLUTION 3960 : Finance Policy Statement 15: Vehicle Leasing)

Make and Model:	The Fleet Superintendent and Deputy Director of Public Works shall select the make and model for each vehicle based upon the objectives outlined in this policy.
Term:	The Director of Finance shall select the term in the best fiscal interest of the City, which may vary from 36-60 months.
Total Options:	The Fleet Superintendent and Deputy Director of Public Works shall select the total options required for the ultimate purpose of the vehicle. Total options include, but are not limited to: decals, lighting bars, plows, truck bed caps, bed liners, tool boxes and other options required for the primary function and operation of the vehicle.
Contract Miles:	The Fleet Superintendent shall establish the Contract Miles based upon a historic average of the mileage for the individual vehicles.
Sale of Vehicle:	If authorized by the Director of Finance, with concurrence from the Fleet Superintendent, the City's designated lease provider shall be authorized to sell the vehicle on behalf of the City at or before the end of the lease term. The Director of Finance is authorized to execute the consignment documents associated with the sale.
Gain from Prior Unit:	The Gain from Prior Unit shall be applied to subsequent leases as a down payment or to reduce the monthly payments. Any excess Gains from Prior Unit shall be deposited into the non-lapsing DPW Equipment Replacement – Leases or DPW Equipment Replacement capital account and utilized for subsequent lease payments.
Depreciation Reserve Rate:	The Depreciation Reserve Rate shall not exceed 2.0%.
Reduced Book Value at Term:	The Reduced Value at Term included within the individual lease documents shall be a minimum of 40% for 36-month lease terms and a minimum of 15% for 60-month lease terms, with allowance for interpolation for lease terms between 36 and 60 months.
Monthly Lease Charge:	The interest rate for the monthly lease charge shall not exceed 7.0% without prior authorization from the Common Council. The interest rate in the Monthly Lease Charge under the fleet management program is the 3-Year Treasury Bill Interest Rate + 3%. The Management Fee is 0.12%.
Insurance:	The City of Mequon shall carry automobile insurance for each vehicle.
Performance Standards:	The performance standards for the program shall be reviewed by the Public Works Committee on an annual basis. If City staff or the Public Works Committee identify parameters of this policy that require reconsideration or adjustment, it shall make such a recommendation to the Common Council. If at any time the program fails to meet the criteria of this policy, the Common Council shall be notified within 60 days.

Attachment: Policy Statement 15 (RESOLUTION 3960 : Finance Policy Statement 15: Vehicle Leasing)

Reporting:

The City's designated lease provider shall provide a report to the City at a minimum twice per year detailing the following data for each vehicle included in the scope:

- Capitalized Price of Vehicle
- Total Capitalized Amount
- Year-to-date and Term-to-date Total Monthly Rental Including Additional Services
- Reduced Book Value at Term
- Gain Achieved from Sale (post-sale)
- Estimated and Actual (post-sale) Cost Per Mile of each Vehicle
- Comparison Options for Fuel Alternate Options
- Check Points of Equity in Vehicles

11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2945
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Parks and Forestry

TO: **Common Council**
FROM: **Mike Gies, Parks and Forestry Superintendent**
DATE: **May 18, 2022**
SUBJECT: **RESOLUTION 3961 A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Dugout Improvements at Rotary and River Barn Parks.**

Background

MTLL/Heat (Mequon-Thiensville Little League/ Mequon Heat) has secured a donation and funding and is requesting permission to install ten dugout canopies over the existing dugouts, at both River Barn Park and Rotary Park. The fields included are as follows:

1. Field 1 at River Barn Park
2. Field 2 at River Barn Park
3. Field 3 at River Barn Park
4. South/Lion's Field at Rotary Park
5. Schmit Field at Rotary Park

The dugout canopies will improve the overall user experience of all five ballfields. All five fields see considerable use during the spring and fall seasons by not only MTLL/Heat teams, but numerous other users.

Analysis

MTLL/Heat would like to cover the dugouts at each baseball/softball diamond at River Barn Park and two (2) fields at Rotary Park. The covers would provide sun and rain shelter during the many games played each spring and summer. These projects would maintain the existing dugouts, but a volunteer group will build the covers, which are wood framed and asphalt shingle roofed. MTLL/Heat will build these dugouts on available weekends during the summer and fall of 2022 and ensure that no covers are incomplete while games are played. MTLL/Heat will also paint or stain the exposed wood members in 2023, after they have had a year of drying. Costs for the improvements will be shared by MTLL/Heat and Zuern Building Supplies but are supported by MTLL.

Based on preliminary analysis, a building permit is required from the Inspections Division prior to construction being started.

A preliminary review by the Inspections Division, of the plans submitted for the dugouts was completed, and the requirements of the Mequon and State building codes were met.

Dugouts for the baseball fields were not specified as a need in the most recent Park and Open Space Board Capital Improvement Plan project list for 2022.

Jack Blume, Steve Wirth, and Chad Wirth all representatives from MTLL/Heat will be the liaisons for MTLL/Heat on the project and will have a representative attend the meeting for further information and discussion.

Fiscal Impact

MTLL has estimated that the costs associated with the construction of all ten (10) canopies will be approximately $35,506. The City of Mequon will not cost participate in any costs associated with completion of the project. The City will also consider participation from MTLL/Heat in the future maintenance and upkeep needs of the canopies.

Recommendation

Staff recommends that the Public Works Committee and Common Council review and consider approval of the installation of the proposed dugout donation from MTLL/Heat.

Attachments:

MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (PDF)
MTLL DUGOUTS River Barn Field 1 Packet (PDF)
MTLL DUGOUTS River Barn Field 2-3 Packet (PDF)
MTLL DUGOUTS Rotary South-Schmit Packet (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3961

A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Dugout Improvements at Rotary and River Barn Parks.

RECITALS

A. The City owns active and passive use parklands for the use and enjoyment of its citizens, and other users.

B. The Park and Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.

C. The Mequon-Thiensville/Heat (MTLL/Heat) has offered to donate infrastructure that include ten (10) dugout canopies to five (5) fields between River Barn and Rotary Parks.

D. MTLL/Heat estimates the cost of this infrastructure at approximately $35,506.

E. The City's Donation Policy requires that real property donations over $5,000 cannot be accepted without prior approval from the Common Council.

F. MTLL/Heat and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. That the City be and is hereby authorized to accept the donated infrastructure of (10) dugout canopies from MTLL/Heat, with its grateful appreciation.

2. That upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to MTLL/Heat from the City, MTLL/Heat shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes.

3. That the appropriate parties are authorized to execute the Dedication Agreement between MTLL/Heat and the City as attached to this resolution.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

_____

Caroline Fochs, City Clerk

DEVELOPMENT and DEDICATION AGREEMENT FOR DUGOUT CANOPY IMPROVEMENTS AT ROTARY AND RIVER BARN PARKS

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 18th of May, 2022, by and between Mequon-Thiensville Little League/Mequon Heat (MTLL) ("MTLL") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, River Barn Park and Rotary Park are part of the CITY's park system and are under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY's Comprehensive Park, Recreation & Open Space Plan ("Park Plan") identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies River Barn Park and Rotary Park as a community parks with a list of specifically prioritized park improvements; and

WHEREAS, sport-specific park improvements are not among the highest priorities for River Barn Park or Rotary Park within the Park Plan; and

WHEREAS, MTLL utilizes multiple softball/baseball fields at both River Barn Park and Rotary Park; and

WHEREAS, MTLL has indicated a need for dugout canopies to enhance the game experience at multiple playing fields at both River Barn Park and Rotary Park (the "Project"); and

WHEREAS, MTLL proposes to install dugout canopies at (5) of the softball/baseball field that they are currently using, at its sole cost of construction; and

WHEREAS, MTLL proposes install of dugout canopies at all (3) fields at River Barn Park and Schmit and South fields at Rotary Park

WHEREAS, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

WHEREAS, without the MTLL Project, the City would not incur these maintenance costs; and

WHEREAS, MTLL has agreed to donate the infrastructure to the City and participate in ongoing operation and maintenance responsibilities and cost; and

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation

WHEREAS, MTLL has raised funds sufficient to pay for the design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication; and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
OBLIGATIONS OF THE PARTIES

1. MTLL shall construct, at its sole cost and expense, the Project within Rotary and River Barn Parks in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.

2. The Project will be managed by MTLL under the oversight of the CITY.

3. After the Project is fully completed (as determined by the CITY) MTLL shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.

4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from MTLL, both monetary and in-kind, of the ongoing maintenance requirements for the Project.

5. CITY will provide reasonable access to MTLL at Rotary and River Barn Parks for the construction of the Project.

6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.

7. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.

8. MTLL shall be responsible for ensuring that all needed utilities are provided to the Property. MTLL shall be solely responsible for marking all underground utility prior to the Project and shall be responsible for any damage that may occur as part of the construction.

9. Any easement that may be required for the installation of private utilities requires Common Council approval.

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation

10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.

11. MTLL shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

12. Should CITY renovate Rotary or River Barn Park to the extent that the dugout canopies are impacted, MTLL is not owed repayment or damages for donated infrastructure.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of CITY. The CITY makes the following representations and warranties:

(1) CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for MTLL's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Section 2.2 Representations and Warranties of MTLL. MTLL makes the following representations and warranties:

(1) MTLL is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) MTLL will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which MTLL is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. MTLL or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. MTLL further understands and agrees that any builders risk coverage is its responsibility.

(5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of MTLL or its contractors, subcontractors or materialmen in their performance of this Agreement or from MTLL's failure to comply with any of the provisions of this Agreement or of law, MTLL shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to MTLL promptly, in writing, notice of the alleged loss, damage or injury.

(6) The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. MTLL shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials, and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

(7) MTLL acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

(8) MTLL acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation

ARTICLE III
DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Any representation or warranty made by MTLL or the CITY in this Agreement, or any document or financial statement delivered by MTLL pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(b) Except as provided for in (a), MTLL or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(d) If MTLL shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

MTLL shall pay all costs and expenses, including attorney’s fees and costs, associated with the enforcement of the CITY's rights against MTLL under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency

proceeding involving MTLL. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MTLL, shall be paid by MTLL to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation

other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of MTLL is addressed to or delivered personally to:

Jack Blume
11938 N Ridgeway Avenue
Mequon, WI 53092

(b) in the case of CITY is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing MTLL, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 4.11 Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation

CITY OF MEQUON

Dated: _____

BY: _____
Andrew Nerbun, Mayor

ATTEST:

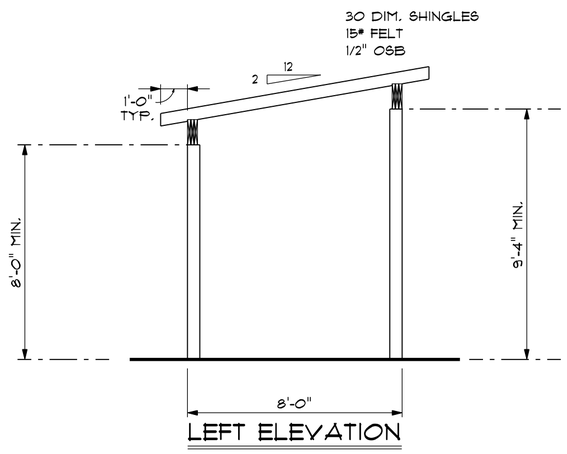
BY:_____
Caroline Fochs, Clerk

Thiensville Mequon Youth Baseball Association (TMYBA) INC.

Dated: _____

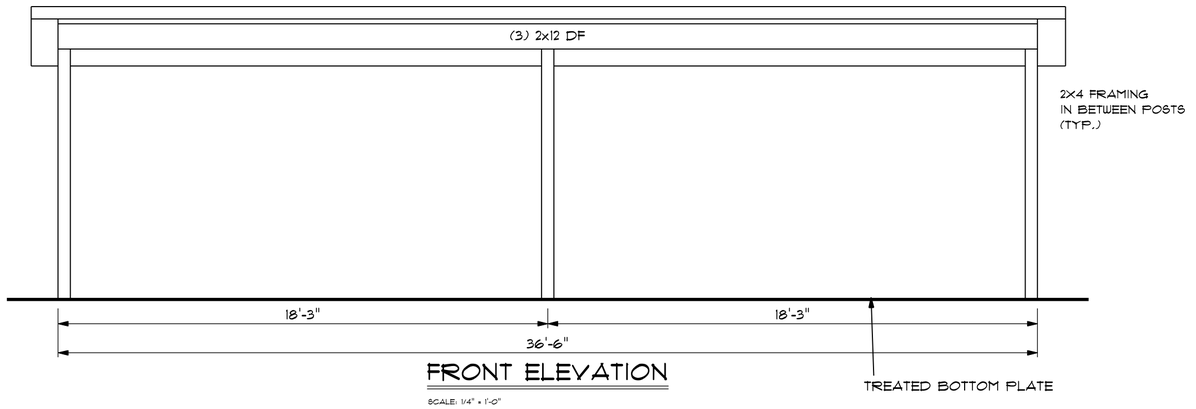
BY: _____

Attachment: MTLL Baseball Dedication Agreement MOU 2022- dugout canopies (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation



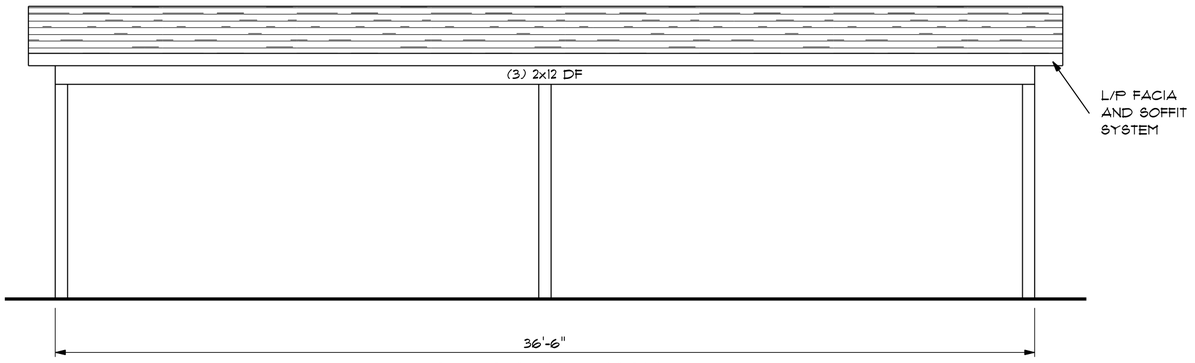
LEFT ELEVATION

SCALE: 1/4" = 1'-0"



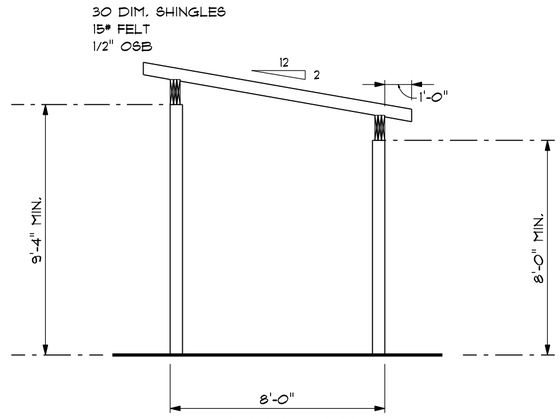
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



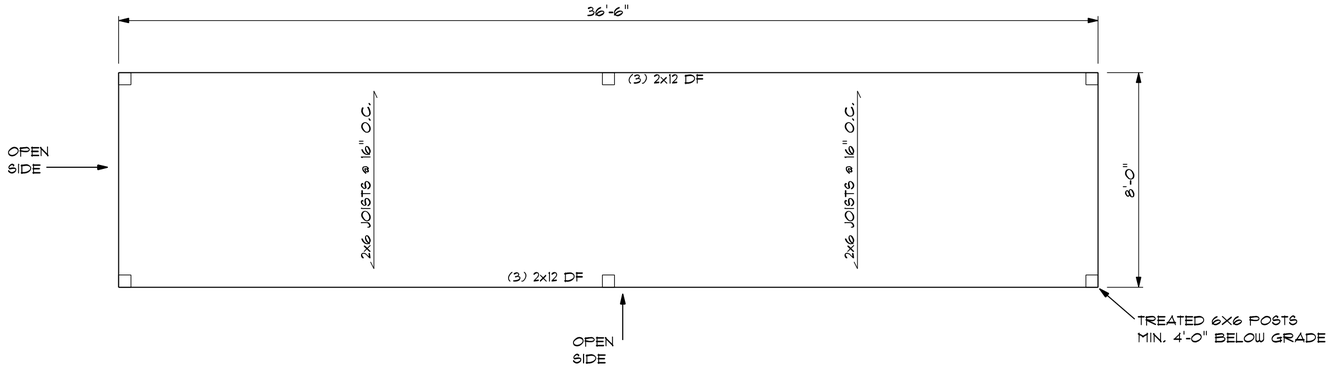
REAR ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



NOTE: ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE, OWNER/CONTRACTOR TO MAKE ANY NECESSARY CHANGES IN CONSTRUCTION TO MEET ALL CODES AND MANUFACTURERS SPECIFICATIONS.

DW'G BY:
CMM

DATE 03/31/22

REVISED

OWNER:

RIVER BARN DUGOUT FIELD #1

ZUERN BUILDING PRODUCTS & DESIGN CENTER

DRAWING NUMBER
1 OF 1

JOB# 4405

Thursday, March 31, 2022 01:33 PM

Attachment: MTLL DUGOUTS River Barn Field 1 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

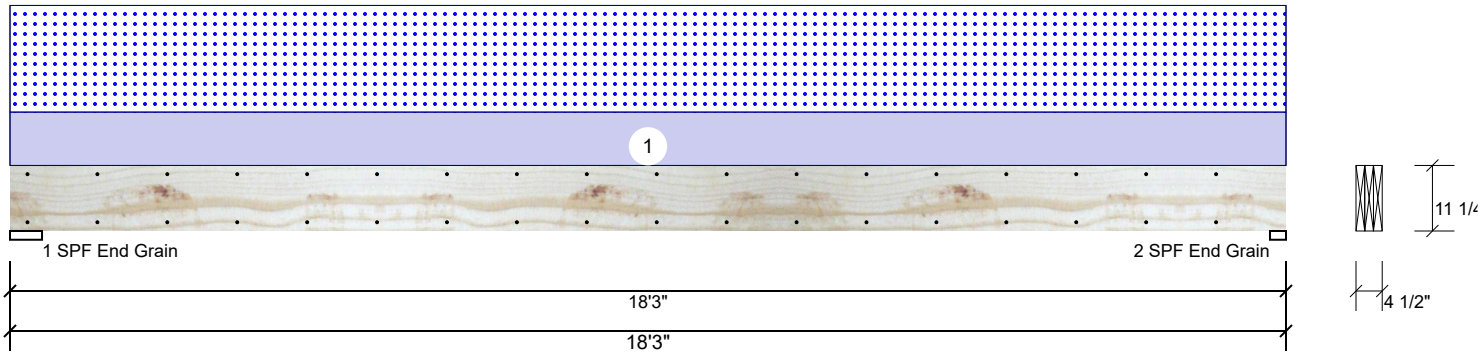
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #1
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Member Information

Type:	Girder	Application:	Floor
Plies:	3	Design Method:	ASD
Moisture Condition:	Dry	Building Code:	IBC 2018
Deflection LL:	240	Load Sharing:	Yes
Deflection TL:	180	Deck:	Not Checked
Importance:	Normal - II		
Temperature:	Temp <= 100°F		

Reactions UNPATTERNED lb (Uplift)

Brg	Direction	Live	Dead	Snow	Wind	Co
1	Vertical	0	693	1386	0	
2	Vertical	0	676	1352	0	

Bearings

Bearing	Length	Dir.	Cap.	React D/L lb	Total	Ld. Case	Ld. Com
1 - SPF End Grain	5.500"	Vert	13%	693 / 1386	2079	L	D+S
2 - SPF End Grain	2.750"	Vert	26%	676 / 1352	2027	L	D+S

Analysis Results

Analysis	Actual	Location	Allowed	Capacity	Comb.	Case
Moment	8799 ft-lb	9'2 7/8"	9415 ft-lb	0.935 (93%)	D+S	L
Unbraced	8799 ft-lb	9'2 7/8"	9415 ft-lb	0.935 (93%)	D+S	L
Shear	1765 lb	1'4 3/4"	6986 lb	0.253 (25%)	D+S	L
LL Defl inch	0.387 (L/549)	9'2 15/16"	0.884 (L/240)	0.437 (44%)	S	L
TL Defl inch	0.580 (L/366)	9'2 15/16"	1.179 (L/180)	0.492 (49%)	D+S	L

Design Notes

1. Provide support to prevent lateral movement and rotation at the end bearings. Lateral support may also be required at the interior bearings by the building code.
2. Fasten all plies using 2 rows of Pneumatic Gun Nail (.120x3.25") at 12" o.c. Maximum end distance not to exceed 6".
3. Refer to last page of calculations for fasteners required for specified loads.
4. Girders are designed to be supported on the bottom edge only.
5. Top loads must be supported equally by all plies.
6. Top must be continuously laterally braced.
7. Bottom must be laterally braced at bearings.
8. Lateral slenderness ratio based on single ply width.

ID	Load Type	Location	Trib Width	Side	Dead 0.9	Live 1	Snow 1.15	Wind 1.6	Const. 1.25	Comments
1	Uniform		5-0-0	Top	15 PSF	0 PSF	30 PSF	0 PSF	0 PSF	Roof Rafter Load

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 1 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #1
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header

Multi-Ply Analysis

Fasten all plies using 2 rows of Pneumatic Gun Nail (.120x3.25") at 12" o.c.. Nail from both sides. Maximum end distance not to exceed 6".

Capacity	0.0 %
Load	0.0 PLF
Yield Limit per Foot	163.0 PLF
Yield Limit per Fastener	81.5 lb.
Yield Mode	IV
Edge Distance	1 1/2"
Min. End Distance	3"
Load Combination	
Duration Factor	1.00

Manufacturer Info

This design is valid until 3/1/2025

Roseburg
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 1 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

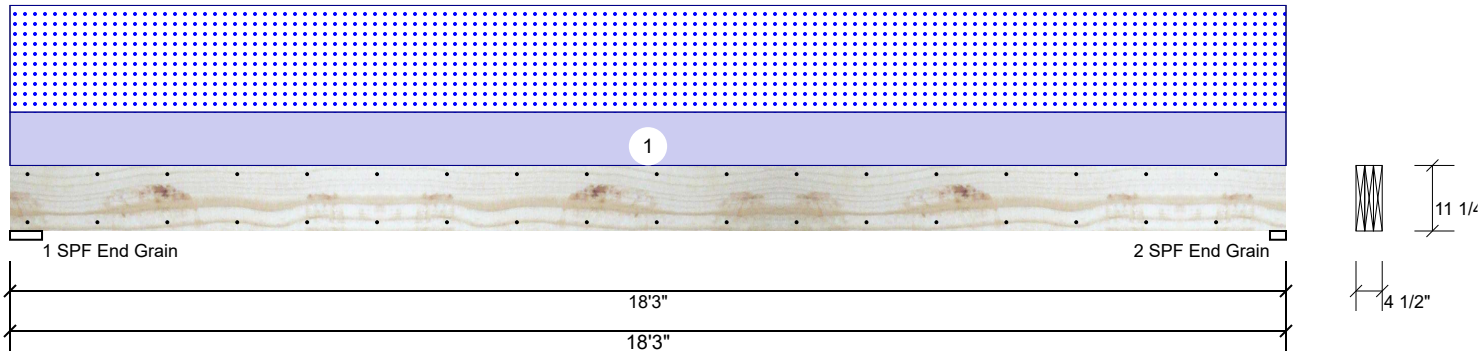
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #1
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Alternate Solutions

Manufacturer	Product	Moment SI	Shear SI	Defl LL/ act	Defl TL/ act	

Joists may be substituted in applications where the joist loading conditions, direction, length, on-center spacing, and bearings remain unchanged. Hangers shall be checked since the flange width might be different.

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 1 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

ZUERN
BUILDING PRODUCTS & DESIGN CENTER

Cedarburg
N144 W5800 Pioneer Rd
Cedarburg, Wisconsin 53012

Estimate

Estimate No 461880
Estimate Date 04/19/2022

Invoice Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Delivery Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Customer	CASH3
Your Ref	)VER | RIVERBARN #1
Expires	05/19/2022
Taken By	Alex Sprtel
Sales Rep	Cedarburg House Account

Special Instructions	Notes

Line	Qty	Description	Product Code	Unit Price	Total Price
1		**COVER 1**			
2	3 ea	6X6-14' TREATED #2 GC SYP	307	88.55	265.65
3	3 ea	6X6-12' TREATED #2 GC SYP	306	78.05	234.15
4	12 ea	2X12-20' WHITE/DOUG FIR SEL- STRUCT KD S4S	967	71.14	853.68
5	30 ea	2X6- 8' TREATED #1 GC SYP	252	13.00	390.00
6	4 ea	2X6-20' TREATED #1 GC SYP	137	41.19	164.76
7	10 bdl	GAF TIMBERLINE HDZ CHARCOAL	23826	40.84	408.40
8	1 ea	RL #15 LB ASTM-D226 RF FELT 4-SQ	5385	27.33	27.33
9	10 ea	1/2" 4X8 OSB SHEATHING 15/32"	2001	44.80	448.00
10	6 ea	12"X16' LP SMART SOFFIT SOLID CEDAR PF SNOWSCAPE 38 SERIES	24596	39.76	238.56
11	6 ea	6X6 ADJ POST ANCHOR USP PA66-TZ	20532	30.37	182.22
12		MISC HARDWARE, FASTENERS, & CONCRETE SPECIFIED BY INSTALLER			
13		**End of COVER 1**			**3,212.75**
14		**COVER 2**			
15	3 ea	6X6-14' TREATED #2 GC SYP	307	88.55	265.65
16	3 ea	6X6-12' TREATED #2 GC SYP	306	78.05	234.15
17	12 ea	2X12-20' WHITE/DOUG FIR SEL- STRUCT KD S4S	967	71.14	853.68
18	30 ea	2X6- 8' TREATED #1 GC SYP	252	13.00	390.00
19	4 ea	2X6-20' TREATED #1 GC SYP	137	41.19	164.76
20	10 bdl	GAF TIMBERLINE HDZ CHARCOAL	23826	40.84	408.40
21	1 ea	RL #15 LB ASTM-D226 RF FELT 4-SQ	5385	27.33	27.33
22	10 ea	1/2" 4X8 OSB SHEATHING 15/32"	2001	44.80	448.00
23	6 ea	12"X16' LP SMART SOFFIT SOLID CEDAR PF SNOWSCAPE 38 SERIES	24596	39.76	238.56
24	6 ea	6X6 ADJ POST ANCHOR USP PA66-TZ	20532	30.37	182.22
25		MISC HARDWARE, FASTENERS, & CONCRETE SPECIFIED BY INSTALLER			
26		**End of COVER 2**			**3,212.75**

Attachment: MTLL DUGOUTS River Barn Field 1 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

DISCLAIMER* This ESTIMATE is designed solely to provide the Contractor/Customer with a rough ESTIMATE of the amount of material used in the given project. The actual amount of material used may vary from the material estimate. No representation or warranty has been made that the actual amount of material used will not vary from the estimate. Prices subject to change without notice. Clerical error subject to correction. This is not a contract. Expiration date above is very important due to market changes.

ZUERN
BUILDING PRODUCTS & DESIGN CENTER

Cedarburg
N144 W5800 Pioneer Rd
Cedarburg, Wisconsin 53012

Estimate

Estimate No 461880
Estimate Date 04/19/2022

Invoice Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Delivery Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Customer	CASH3
Your Ref	)VER | RIVERBARN #1
Expires	05/19/2022
Taken By	Alex Sprtel
Sales Rep	Cedarburg House Account

Attachment: MTLL DUGOUTS River Barn Field 1 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

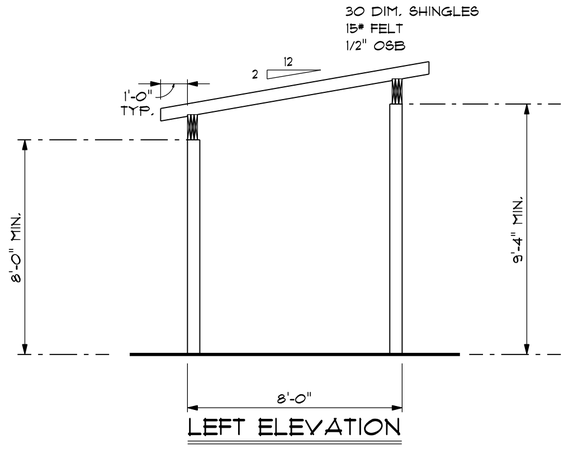
There are no returns on special orders.
No returns after 30 days.

Print name _____

Signature

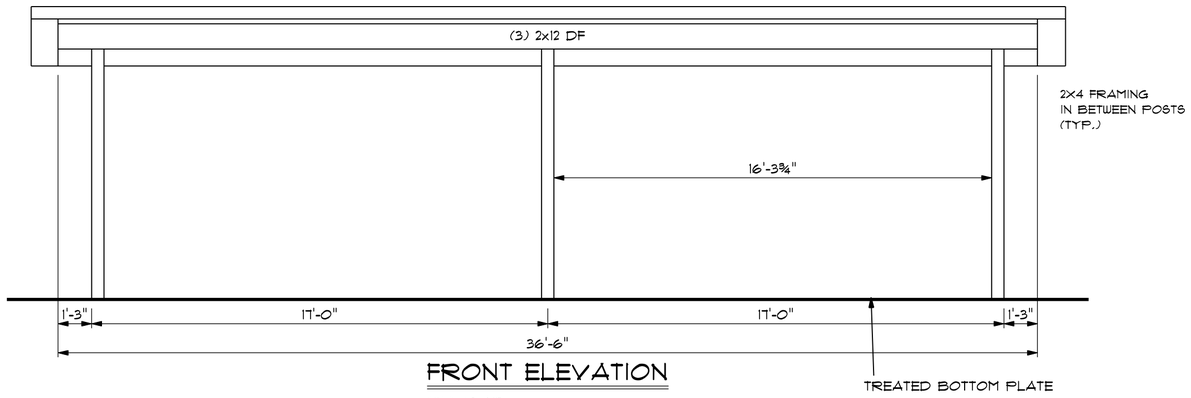
Total Amount	$6,425.50
Sales Tax	$353.41
Quotation Total	$6,778.91
Balance Due	

DISCLAIMER This ESTIMATE is designed solely to provide the Contractor/Customer with a rough ESTIMATE of the amount of material used in the given project. The actual amount of material used may vary from the material estimate. No representation or warranty has been made that the actual amount of material used will not vary from the estimate. Prices subject to change without notice. Clerical error subject to correction. This is not a contract. Expiration date above is very important due to market changes.



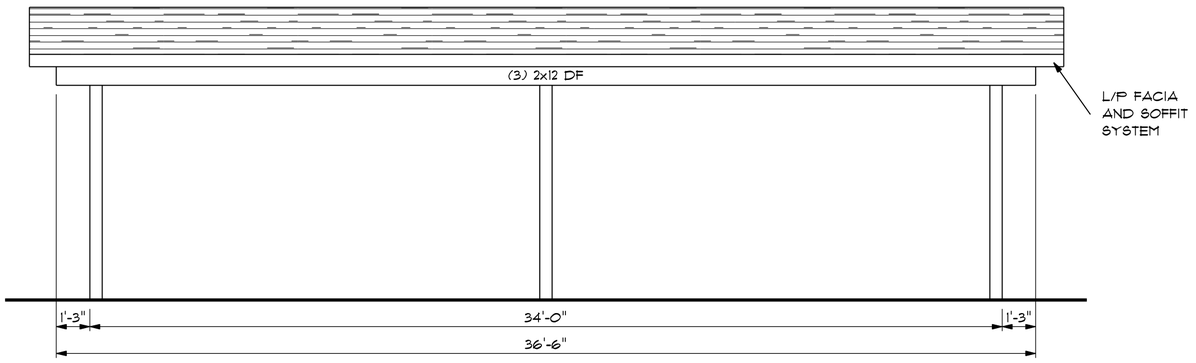
LEFT ELEVATION

SCALE: 1/4" = 1'-0"



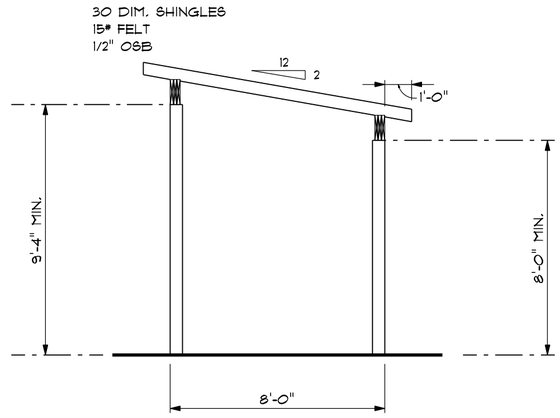
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



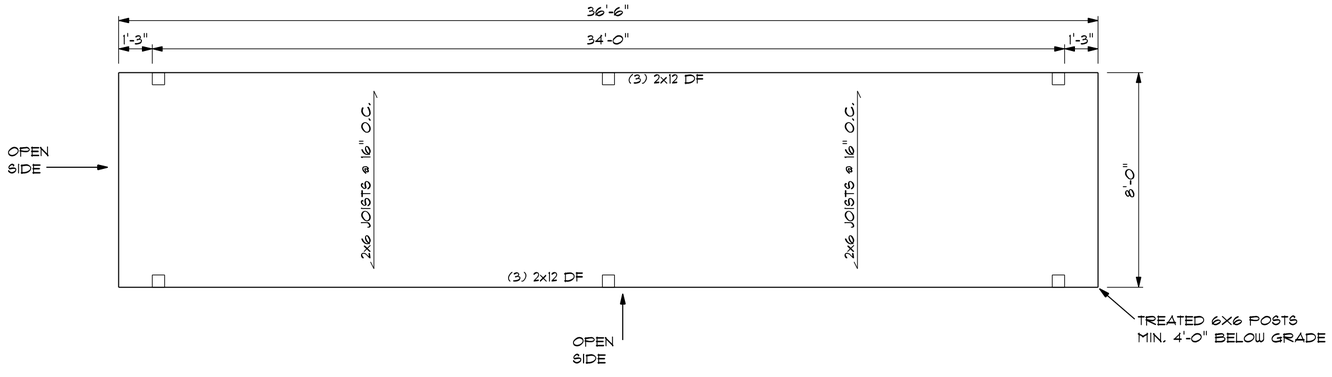
REAR ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



NOTE: ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE, OWNER/CONTRACTOR TO MAKE ANY NECESSARY CHANGES IN CONSTRUCTION TO MEET ALL CODES AND MANUFACTURERS SPECIFICATIONS.

DW'G BY:
CMM

DATE 03/31/22

REVISED

EST. WIS USA 1953

RIVER BARN DUGOUT FIELD #2

OWNER:

ZUERN BUILDING PRODUCTS & DESIGN CENTER

DRAWING NUMBER

1 OF 1

JOB#4405

Thursday, March 31, 2022 01:34 PM

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

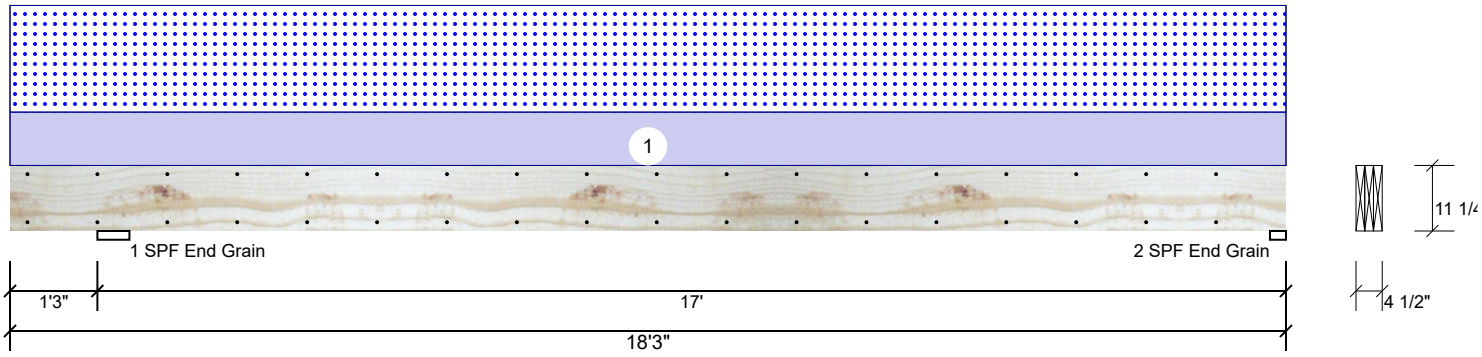
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Member Information

Type:	Girder	Application:	Floor
Plies:	3	Design Method:	ASD
Moisture Condition:	Dry	Building Code:	IBC 2018
Deflection LL:	240	Load Sharing:	Yes
Deflection TL:	180	Deck:	Not Checked
Importance:	Normal - II		
Temperature:	Temp <= 100°F		

Reactions UNPATTERNED lb (Uplift)

Brg	Direction	Live	Dead	Snow	Wind	Co
1	Vertical	0	737	1474	0	
2	Vertical	0	632	1263	0	

Bearings

Bearing	Length	Dir.	Cap.	React D/L lb	Total	Ld. Case	Ld. Com
1 - SPF End Grain	5.500"	Vert	14%	737 / 1474	2211	LL	D+S
2 - SPF End Grain	2.750"	Vert	25%	632 / 1267	1898	_L	D+S

Analysis Results

Analysis	Actual	Location	Allowed	Capacity	Comb.	Case
Neg Moment	-176 ft-lb	1'3"	9415 ft-lb	0.019 (2%)	D+S	L_
Unbraced	-176 ft-lb	1'3"	4057 ft-lb	0.043 (4%)	D+S	L_
Pos Moment	7696 ft-lb	9'9 3/4"	9415 ft-lb	0.817 (82%)	D+S	_L
Unbraced	7696 ft-lb	9'9 3/4"	9415 ft-lb	0.817 (82%)	D+S	_L
Shear	1636 lb	17'1"	6986 lb	0.234 (23%)	D+S	_L
LL Defl inch	0.298 (L/668)	9'9 1/2"	0.830 (L/240)	0.359 (36%)	S	_L
TL Defl inch	0.446 (L/446)	9'9 1/2"	1.107 (L/180)	0.403 (40%)	D+S	_L
LL Cant	-0.071 (2L/420)	Lt Cant	0.200 (2L/240)	0.357 (36%)	S	_L
TL Cant	-0.107 (2L/281)	Lt Cant	0.300 (2L/180)	0.356 (36%)	D+S	_L

Design Notes

1. Provide support to prevent lateral movement and rotation at the end bearings. Lateral support may also be required at the interior bearings by the building code.
2. Fasten all plies using 2 rows of Pneumatic Gun Nail (.120x3.25") at 12" o.c. Maximum end distance not to exceed 6".
3. Refer to last page of calculations for fasteners required for specified loads.
4. Girders are designed to be supported on the bottom edge only.
5. Top loads must be supported equally by all plies.
6. Top must be continuously laterally braced.
7. Bottom must be laterally braced at bearings.
8. Lateral slenderness ratio based on single ply width.

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

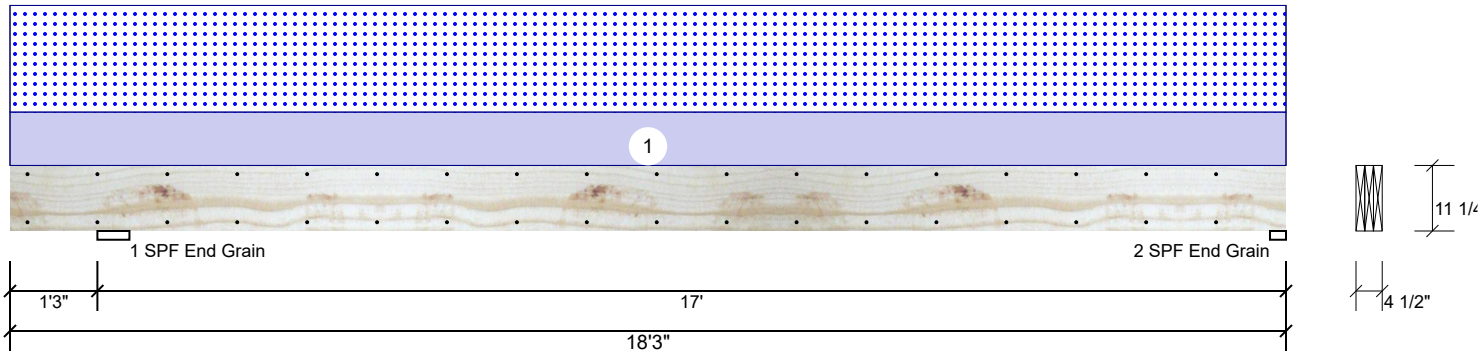
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



ID	Load Type	Location	Trib Width	Side	Dead 0.9	Live 1	Snow 1.15	Wind 1.6	Const. 1.25	Comments
1	Uniform		5-0-0	Top	15 PSF	0 PSF	30 PSF	0 PSF	0 PSF	Roof Rafter Load

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

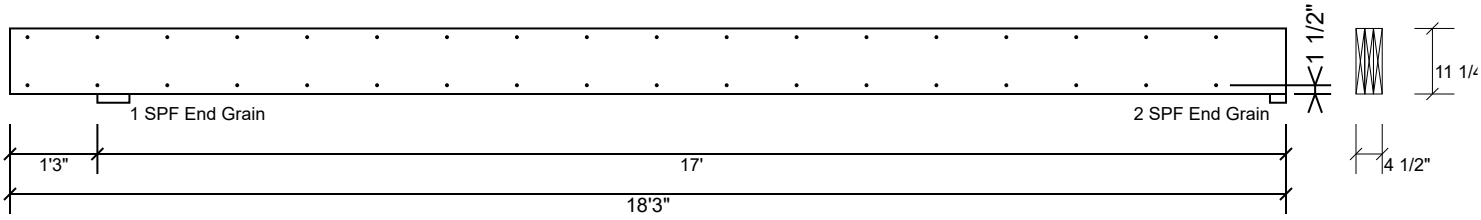
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Multi-Ply Analysis

Fasten all plies using 2 rows of Pneumatic Gun Nail (.120x3.25") at 12" o.c.. Nail from both sides. Maximum end distance not to exceed 6".

Capacity	0.0 %
Load	0.0 PLF
Yield Limit per Foot	163.0 PLF
Yield Limit per Fastener	81.5 lb.
Yield Mode	IV
Edge Distance	1 1/2"
Min. End Distance	3"
Load Combination	
Duration Factor	1.00

Manufacturer Info

Rosebur
A Forest Products Company

This design is valid until 3/1/2025

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

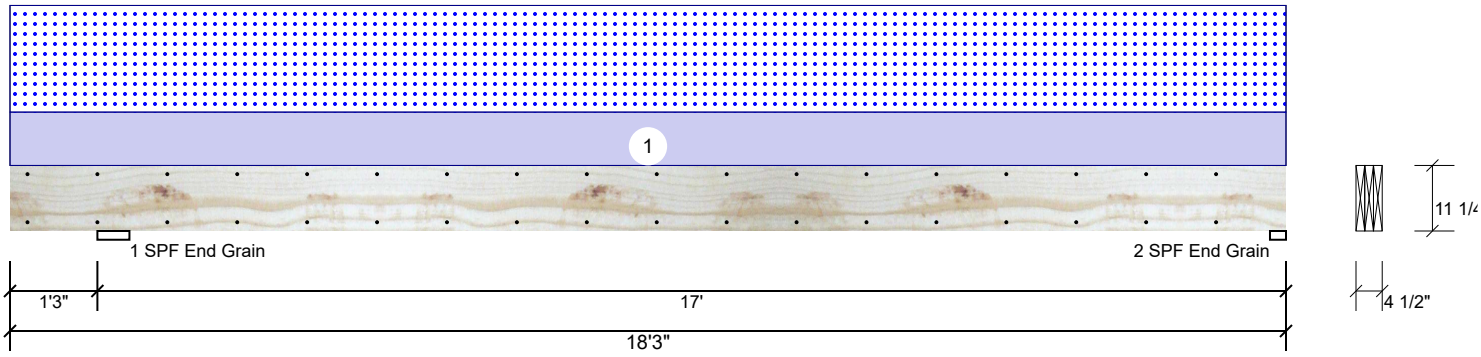
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Alternate Solutions

Manufacturer	Product	Moment SI	Shear SI	Defl LL/ act	Defl TL/ act	

Joists may be substituted in applications where the joist loading conditions, direction, length, on-center spacing, and bearings remain unchanged. Hangers shall be checked since the flange width might be different.

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

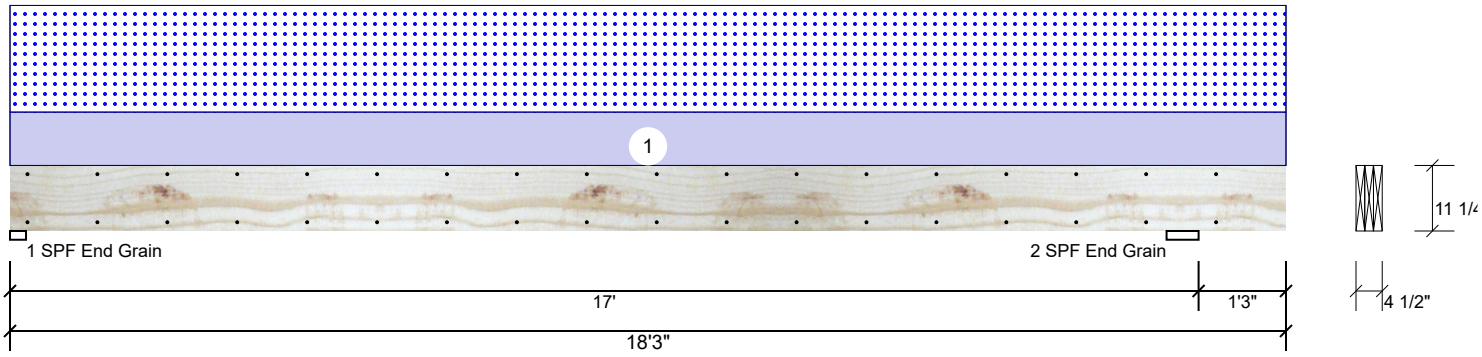
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H2 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Member Information

Type:	Girder	Application:	Floor
Plies:	3	Design Method:	ASD
Moisture Condition:	Dry	Building Code:	IBC 2018
Deflection LL:	240	Load Sharing:	Yes
Deflection TL:	180	Deck:	Not Checked
Importance:	Normal - II		
Temperature:	Temp <= 100°F		

Reactions UNPATTERNED lb (Uplift)

Brg	Direction	Live	Dead	Snow	Wind	Co
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2	Vertical	0	737	1474	0	

Bearings

Bearing	Length	Dir.	Cap.	React D/L lb	Total	Ld. Case	Ld. Com
1 - SPF End Grain	2.750"	Vert	25%	632 / 1267	1898	L_	D+S
2 - SPF End Grain	5.500"	Vert	14%	737 / 1474	2211	LL	D+S

Analysis Results

Analysis	Actual	Location	Allowed	Capacity	Comb.	Case
Neg Moment	-176 ft-lb	17'	9415 ft-lb	0.019 (2%)	D+S	_L
Unbraced	-176 ft-lb	17'	4057 ft-lb	0.043 (4%)	D+S	_L
Pos Moment	7696 ft-lb	8'5 1/4"	9415 ft-lb	0.817 (82%)	D+S	L_
Unbraced	7696 ft-lb	8'5 1/4"	9415 ft-lb	0.817 (82%)	D+S	L_
Shear	1636 lb	1'2"	6986 lb	0.234 (23%)	D+S	L_
LL Defl inch	0.298 (L/668)	8'5 1/2"	0.830 (L/240)	0.359 (36%)	S	L_
TL Defl inch	0.446 (L/446)	8'5 1/2"	1.107 (L/180)	0.403 (40%)	D+S	L_
LL Cant	-0.071 (2L/420)	Rt Cant	0.200 (2L/240)	0.357 (36%)	S	L_
TL Cant	-0.107 (2L/281)	Rt Cant	0.300 (2L/180)	0.356 (36%)	D+S	L_

Design Notes

1. Provide support to prevent lateral movement and rotation at the end bearings. Lateral support may also be required at the interior bearings by the building code.
2. Fasten all plies using 2 rows of Pneumatic Gun Nail (.120x3.25") at 12" o.c. Maximum end distance not to exceed 6".
3. Refer to last page of calculations for fasteners required for specified loads.
4. Girders are designed to be supported on the bottom edge only.
5. Top loads must be supported equally by all plies.
6. Top must be continuously laterally braced.
7. Bottom must be laterally braced at bearings.
8. Lateral slenderness ratio based on single ply width.

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

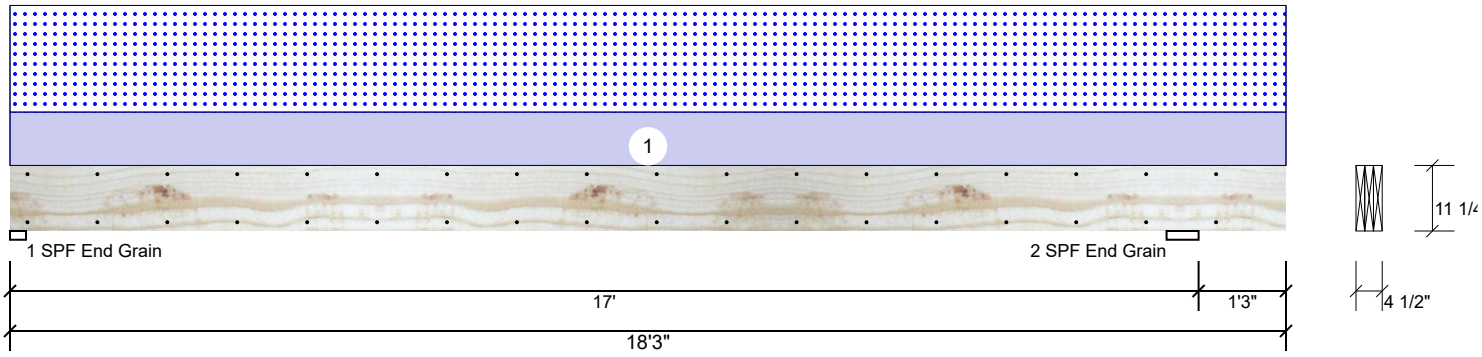
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H2 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



ID	Load Type	Location	Trib Width	Side	Dead 0.9	Live 1	Snow 1.15	Wind 1.6	Const. 1.25	Comments
1	Uniform		5-0-0	Top	15 PSF	0 PSF	30 PSF	0 PSF	0 PSF	Roof Rafter Load

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

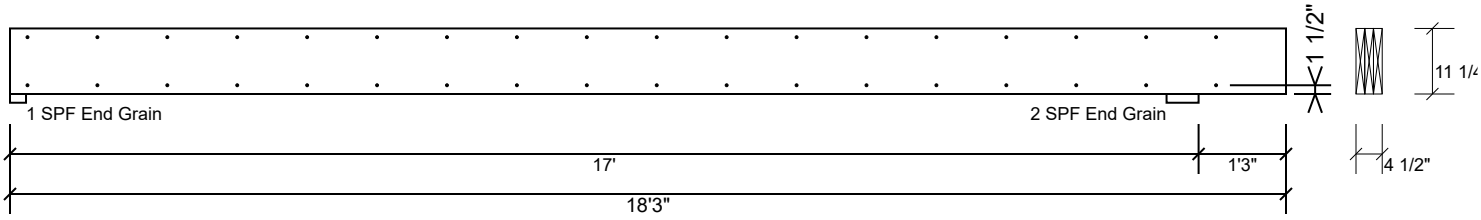
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H2 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Multi-Ply Analysis

Fasten all plies using 2 rows of Pneumatic Gun Nail (.120x3.25") at 12" o.c.. Nail from both sides. Maximum end distance not to exceed 6".

Capacity	0.0 %
Load	0.0 PLF
Yield Limit per Foot	163.0 PLF
Yield Limit per Fastener	81.5 lb.
Yield Mode	IV
Edge Distance	1 1/2"
Min. End Distance	3"
Load Combination	
Duration Factor	1.00

Manufacturer Info

This design is valid until 3/1/2025

Rosebur
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

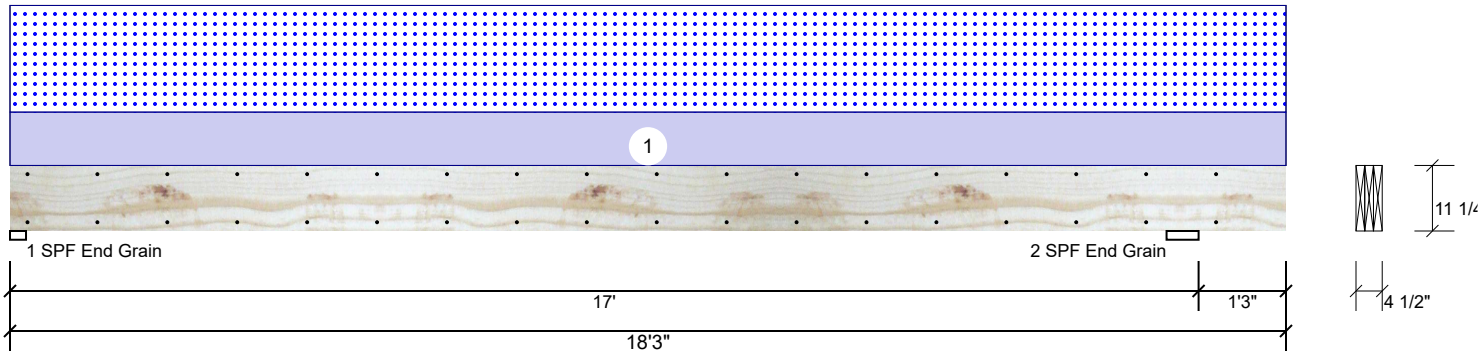
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: River Barn Dugout Field #2
Project #:

H2 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Alternate Solutions

Manufacturer	Product	Moment SI	Shear SI	Defl LL/ act	Defl TL/ act	

Joists may be substituted in applications where the joist loading conditions, direction, length, on-center spacing, and bearings remain unchanged. Hangers shall be checked since the flange width might be different.

Manufacturer Info

This design is valid until 3/1/2025

Roseburg
A Forest Products Company

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

ZUERN
BUILDING PRODUCTS & DESIGN CENTER

Cedarburg
N144 W5800 Pioneer Rd
Cedarburg, Wisconsin 53012

Estimate

Estimate No 461885
Estimate Date 04/19/2022

Invoice Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Delivery Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Customer	CASH3
Your Ref	)VER | RIVERBARN #2
Expires	05/19/2022
Taken By	Alex Sprtel
Sales Rep	Cedarburg House Account

Special Instructions	Notes

Line	Qty	Description	Product Code	Unit Price	Total Price
1		**COVER 1**			
2	3 ea	6X6-14' TREATED #2 GC SYP	307	88.55	265.65
3	3 ea	6X6-12' TREATED #2 GC SYP	306	78.05	234.15
4	12 ea	2X12-20' WHITE/DOUG FIR SEL- STRUCT KD S4S	967	71.14	853.68
5	30 ea	2X6- 8' TREATED #1 GC SYP	252	13.00	390.00
6	4 ea	2X6-20' TREATED #1 GC SYP	137	41.19	164.76
7	10 bdl	GAF TIMBERLINE HDZ CHARCOAL	23826	40.84	408.40
8	1 ea	RL #15 LB ASTM-D226 RF FELT 4-SQ	5385	27.33	27.33
9	10 ea	1/2" 4X8 OSB SHEATHING 15/32"	2001	44.80	448.00
10	6 ea	12"X16' LP SMART SOFFIT SOLID CEDAR PF SNOWSCAPE 38 SERIES	24596	39.76	238.56
11	6 ea	6X6 ADJ POST ANCHOR USP PA66-TZ	20532	30.37	182.22
12		MISC HARDWARE, FASTENERS, & CONCRETE SPECIFIED BY INSTALLER			
13		**End of COVER 1**			**3,212.75**
14		**COVER 2**			
15	3 ea	6X6-14' TREATED #2 GC SYP	307	88.55	265.65
16	3 ea	6X6-12' TREATED #2 GC SYP	306	78.05	234.15
17	12 ea	2X12-20' WHITE/DOUG FIR SEL- STRUCT KD S4S	967	71.14	853.68
18	30 ea	2X6- 8' TREATED #1 GC SYP	252	13.00	390.00
19	4 ea	2X6-20' TREATED #1 GC SYP	137	41.19	164.76
20	10 bdl	GAF TIMBERLINE HDZ CHARCOAL	23826	40.84	408.40
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24	6 ea	6X6 ADJ POST ANCHOR USP PA66-TZ	20532	30.37	182.22
25		MISC HARDWARE, FASTENERS, & CONCRETE SPECIFIED BY INSTALLER			
26		**End of COVER 2**			**3,212.75**

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

DISCLAIMER This ESTIMATE is designed solely to provide the Contractor/Customer with a rough ESTIMATE of the amount of material used in the given project. The actual amount of material used may vary from the material estimate. No representation or warranty has been made that the actual amount of material used will not vary from the estimate. Prices subject to change without notice. Clerical error subject to correction. This is not a contract. Expiration date above is very important due to market changes.

ZUERN
BUILDING PRODUCTS & DESIGN CENTER

Cedarburg
N144 W5800 Pioneer Rd
Cedarburg, Wisconsin 53012

Estimate

Estimate No 461885
Estimate Date 04/19/2022

Invoice Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Delivery Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Customer	CASH3
Your Ref	)VER | RIVERBARN #2
Expires	05/19/2022
Taken By	Alex Sprtel
Sales Rep	Cedarburg House Account

Attachment: MTLL DUGOUTS River Barn Field 2-3 Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

There are no returns on special orders.
No returns after 30 days.

Print name _____

Signature

Total Amount	$6,425.50
Sales Tax	$353.41
Quotation Total	$6,778.91
Balance Due	

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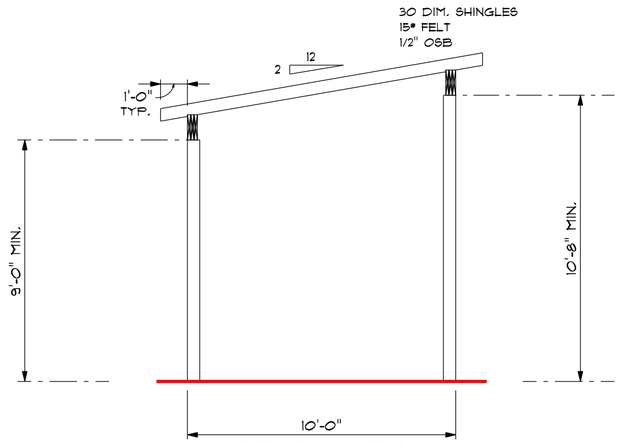
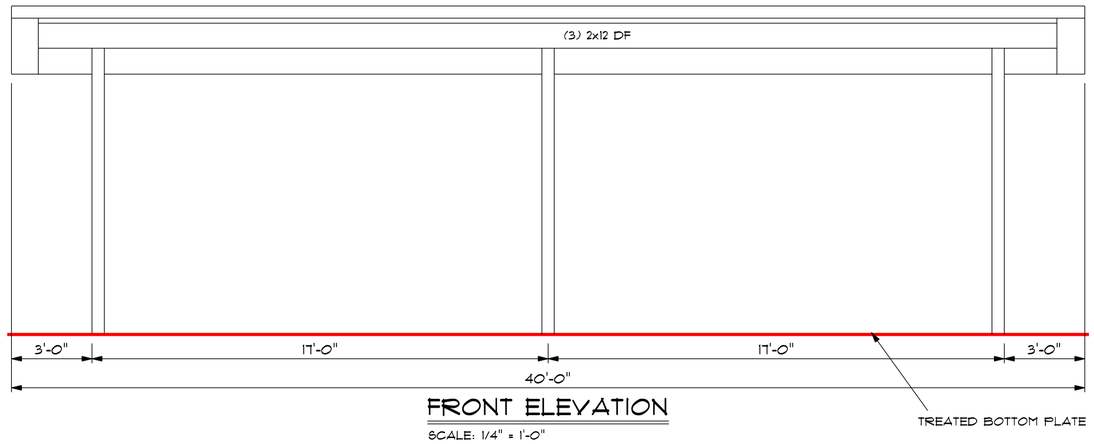


LEFT ELEVATION

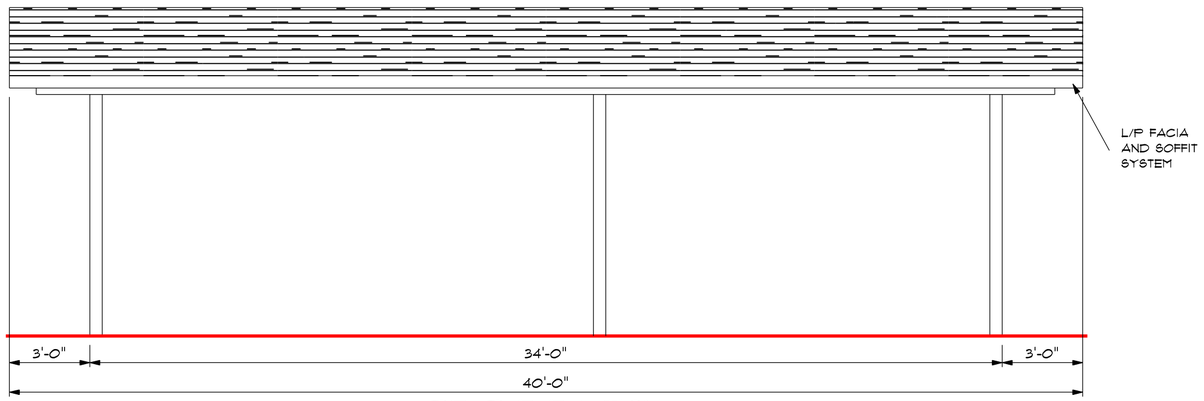
SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

2X4 FRAMING
IN BETWEEN POSTS
(TYP.)



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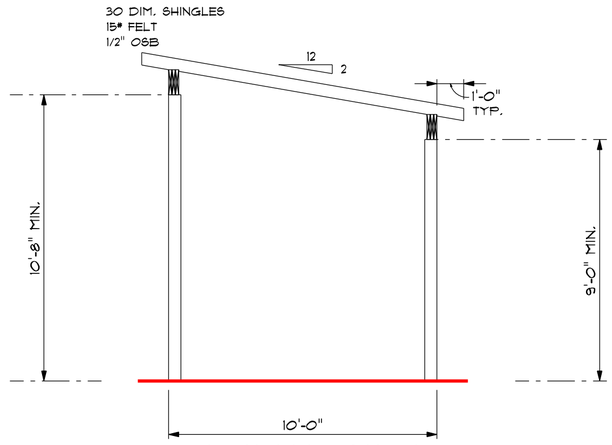

RIGHT ELEVATION

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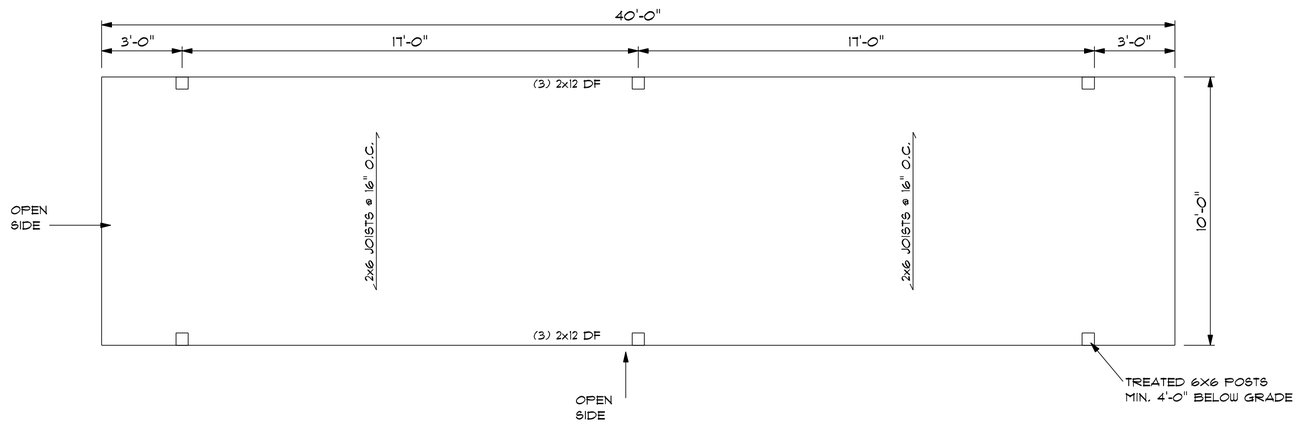

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DW'G BY:
CMM

DATE 03/31/22

REVISED

OWNER:

ROTARY PARK SOUTH DUGOUT

ZUERN BUILDING PRODUCTS & DESIGN CENTER

DRAWING NUMBER

1 OF 1

JOB#4405

Thursday, March 31, 2022 01:36 PM

Attachment: MTLL DUGOUTS Rotary South-Schmit Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

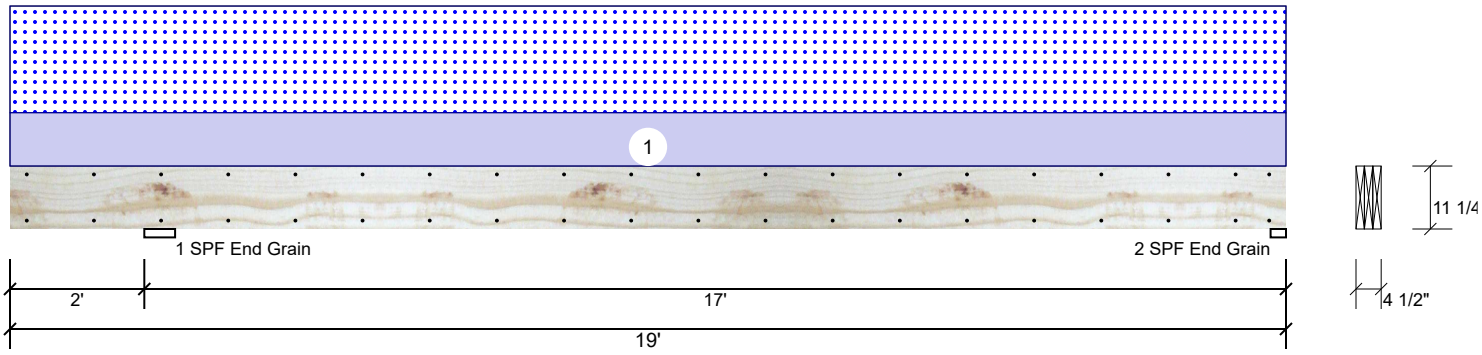
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: Rotary Park South Dugout
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



Member Information

Type:	Girder	Application:	Floor
Plies:	3	Design Method:	ASD
Moisture Condition:	Dry	Building Code:	IBC 2018
Deflection LL:	240	Load Sharing:	Yes
Deflection TL:	180	Deck:	Not Checked
Importance:	Normal - II		
Temperature:	Temp <= 100°F		

Reactions UNPATTERNED lb (Uplift)

Brg	Direction	Live	Dead	Snow	Wind	Co
1	Vertical	0	959	1917	0	
2	Vertical	0	751	1503	0	

Bearings

Bearing	Length	Dir.	Cap.	React D/L lb	Total	Ld. Case	Ld. Com
1 - SPF End Grain	5.500"	Vert	19%	959 / 1917	2876	LL	D+S
2 - SPF End Grain	2.750"	Vert	29%	751 / 1514	2265	_L	D+S

Analysis Results

Analysis	Actual	Location	Allowed	Capacity	Comb.	Case
Neg Moment	-539 ft-lb	2'	9415 ft-lb	0.057 (6%)	D+S	LL
Unbraced	-539 ft-lb	2'	4057 ft-lb	0.133 (13%)	D+S	LL
Pos Moment	9126 ft-lb	10'7 3/8"	9415 ft-lb	0.969 (97%)	D+S	_L
Unbraced	9126 ft-lb	10'7 3/8"	9415 ft-lb	0.969 (97%)	D+S	_L
Shear	1959 lb	3'4 3/4"	6986 lb	0.280 (28%)	D+S	LL
LL Defl inch	0.354 (L/563)	10'6 5/8"	0.830 (L/240)	0.426 (43%)	S	_L
TL Defl inch	0.528 (L/377)	10'6 3/4"	1.107 (L/180)	0.477 (48%)	D+S	_L
LL Cant	-0.134 (2L/357)	Lt Cant	0.200 (2L/240)	0.672 (67%)	S	_L
TL Cant	-0.200 (2L/241)	Lt Cant	0.300 (2L/180)	0.665 (67%)	D+S	_L

Design Notes

1. Provide support to prevent lateral movement and rotation at the end bearings. Lateral support may also be required at the interior bearings by the building code.
2. Fasten all plies using 2 rows of Pneumatic Gun Nail (.120x3.25") at 12" o.c. Maximum end distance not to exceed 6".
3. Refer to last page of calculations for fasteners required for specified loads.
4. Girders are designed to be supported on the bottom edge only.
5. Top loads must be supported equally by all plies.
6. Top must be continuously laterally braced.
7. Bottom must be laterally braced at bearings.
8. Lateral slenderness ratio based on single ply width.

Manufacturer Info

This design is valid until 3/1/2025

Roseburg
A Forest Products Company

Attachment: MTLL DUGOUTS Rotary South-Schmit Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

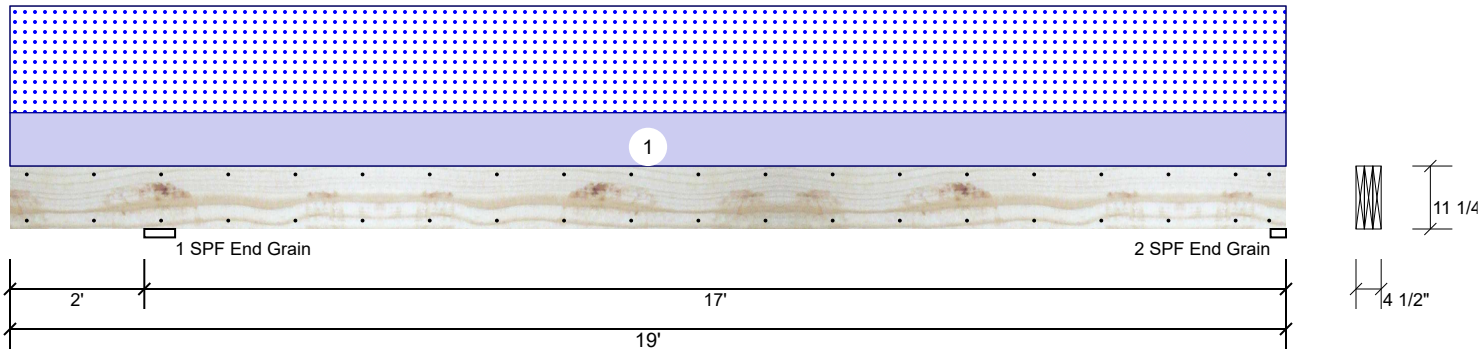
EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: Rotary Park South Dugout
Project #:

H1 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

Level: Header



ID	Load Type	Location	Trib Width	Side	Dead 0.9	Live 1	Snow 1.15	Wind 1.6	Const. 1.25	Comments
1	Uniform		6-0-0	Top	15 PSF	0 PSF	30 PSF	0 PSF	0 PSF	Roof Rafter Load

Manufacturer Info

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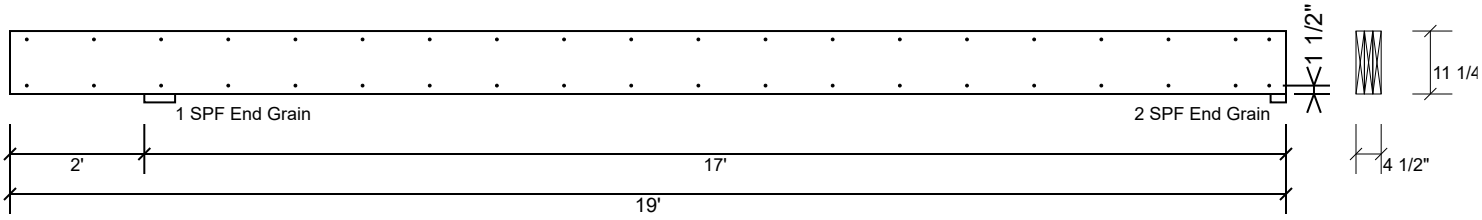

Multi-Ply Analysis

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Capacity	0.0 %
Load	0.0 PLF
Yield Limit per Foot	163.0 PLF
Yield Limit per Fastener	81.5 lb.
Yield Mode	IV
Edge Distance	1 1/2"
Min. End Distance	3"
Load Combination	
Duration Factor	1.00

Manufacturer Info

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Rosebur
A Forest Products Company

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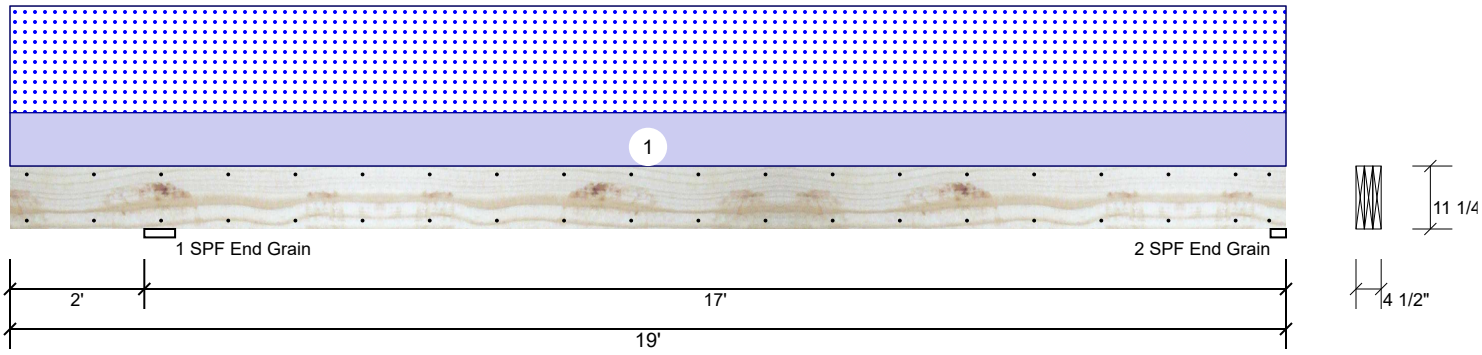

Alternate Solutions

Manufacturer	Product	Moment SI	Shear SI	Defl LL/ act	Defl TL/ act	

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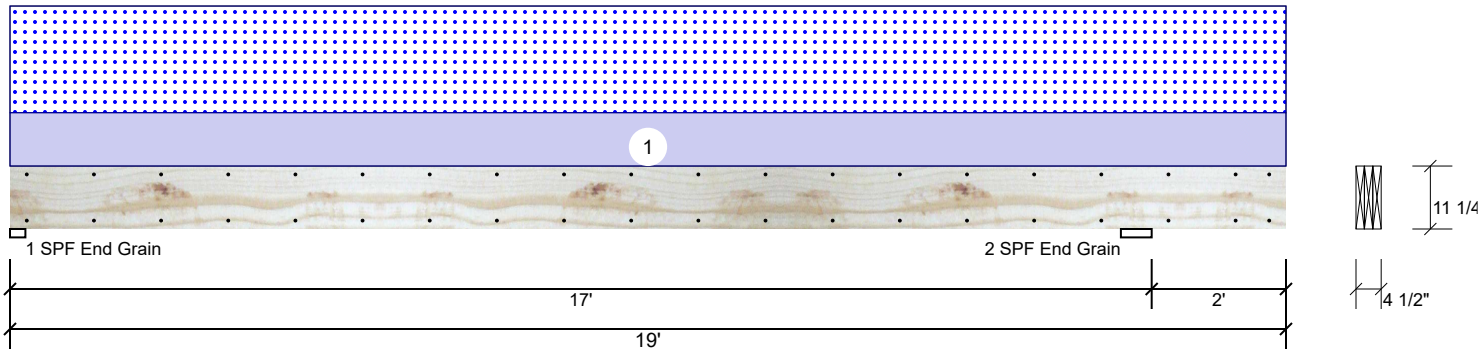

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A Forest Products Company

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EWP Studio
Simpson Strong-Tie®
Component Solutions™

Client:
Project:
Address:

Date: 4/19/2022
Input by: Michelle D.
Job Name: Rotary Park South Dugout
Project #:

H2 D FIR-L #2 2.000" X 12.000" 3-Ply - PASSED

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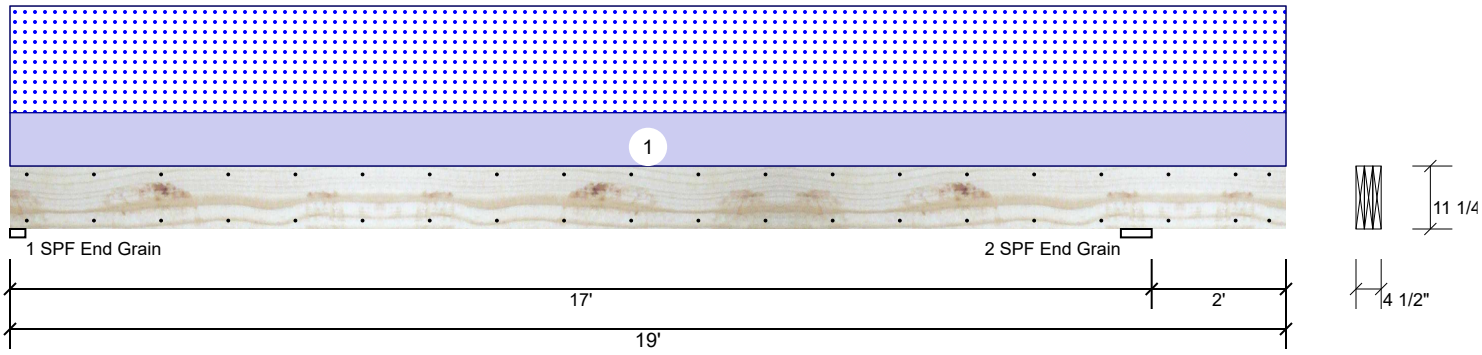

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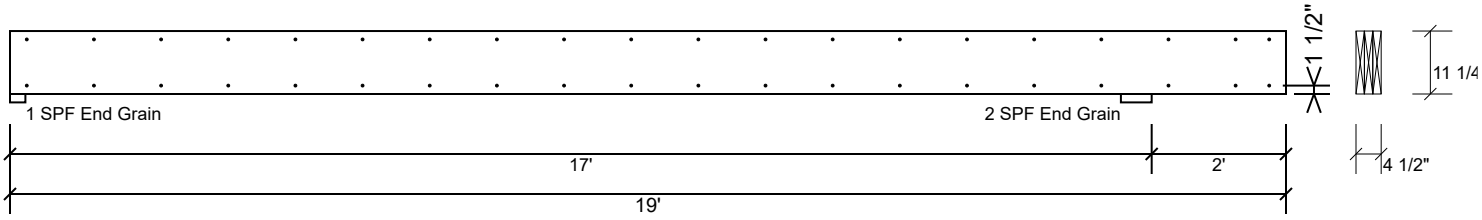

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Yield Mode	IV
Edge Distance	1 1/2"
Min. End Distance	3"
Load Combination	
Duration Factor	1.00

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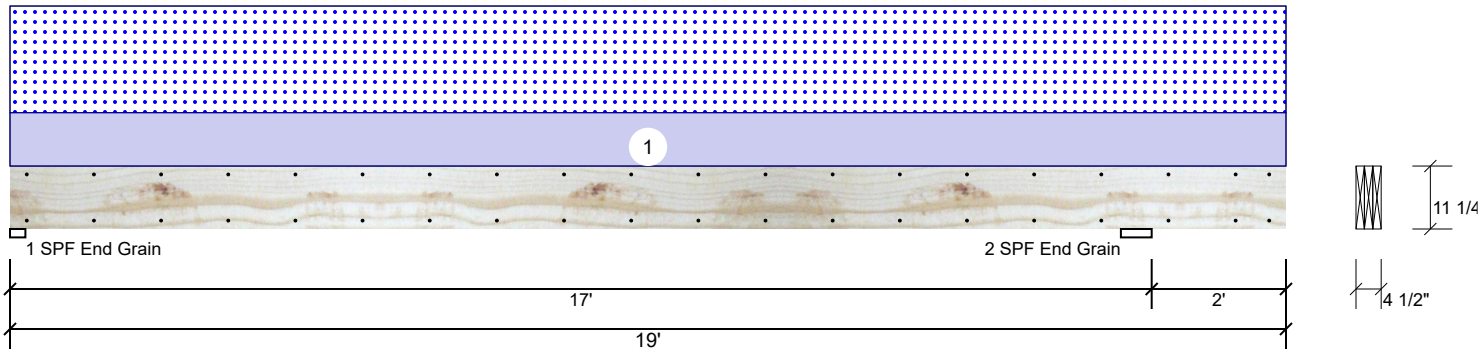

Alternate Solutions

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ZUERN
BUILDING PRODUCTS & DESIGN CENTER

Cedarburg
N144 W5800 Pioneer Rd
Cedarburg, Wisconsin 53012

Estimate

Estimate No 461890
Estimate Date 04/19/2022

Invoice Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Delivery Address
CASH SALES CEDARBURG
N144 W5800 PIONEER RD
CEDARBURG, WISCONSIN, 53012

Customer	CASH3
Your Ref	ROTARY PARK SOUTH
Expires	05/19/2022
Taken By	Alex Sprtel
Sales Rep	Cedarburg House Account

Special Instructions	Notes

Line	Qty	Description	Product Code	Unit Price	Total Price
1		**COVER 1**			
2	3 ea	6X6-14' TREATED #2 GC SYP	307	88.55	265.65
3	3 ea	6X6-16' TREATED #2 GC SYP	308	96.95	290.85
4	12 ea	2X12-20' WHITE/DOUG FIR SEL- STRUCT KD S4S	967	71.14	853.68
5	30 ea	2X6-10' TREATED #1/#2 GC SYP	4382	15.30	459.00
6	2 ea	2X6-20' TREATED #1 GC SYP	137	41.19	82.38
7	2 ea	2X6-18' TREATED #1 GC SYP	588	27.40	54.80
8	2 ea	2X6-10' TREATED #1/#2 GC SYP	4382	15.30	30.60
9	14 bdl	GAF TIMBERLINE HDZ CHARCOAL	23826	40.84	571.76
10	1 ea	RL #15 LB ASTM-D226 RF FELT 4-SQ	5385	27.33	27.33
11	12 ea	1/2" 4X8 OSB SHEATHING 15/32"	2001	44.80	537.60
12	6 ea	12"X16' LP SMART SOFFIT SOLID CEDAR PF SNOWSCAPE 38 SERIES	24596	39.76	238.56
13	6 ea	6X6 ADJ POST ANCHOR USP PA66-TZ	20532	30.37	182.22
14		MISC HARDWARE, FASTENERS, & CONCRETE SPECIFIED BY INSTALLER			
15		**End of COVER 1**			**3,594.43**
16		**COVER 2**			
17	3 ea	6X6-14' TREATED #2 GC SYP	307	88.55	265.65
18	3 ea	6X6-16' TREATED #2 GC SYP	308	96.95	290.85
19	12 ea	2X12-20' WHITE/DOUG FIR SEL- STRUCT KD S4S	967	71.14	853.68
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28	6 ea	6X6 ADJ POST ANCHOR USP PA66-TZ	20532	30.37	182.22
29		MISC HARDWARE, FASTENERS, & CONCRETE SPECIFIED BY INSTALLER			

DISCLAIMER This ESTIMATE is designed solely to provide the Contractor/Customer with a rough ESTIMATE of the amount of material used in the given project. The actual amount of material used may vary from the material estimate. No representation or warranty has been made that the actual amount of material used will not vary from the estimate. Prices subject to change without notice. Clerical error subject to correction. This is not a contract. Expiration date above is very important due to market changes.

Attachment: MTLL DUGOUTS Rotary South-Schmit Packet (RESOLUTION 3961 : MTLL/HEAT Dugouts Donation Agreement)

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Delivery Address
CASH SALES CEDARBURG
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CEDARBURG, WISCONSIN, 53012

Customer	CASH3
Your Ref	ROTARY PARK SOUTH
Expires	05/19/2022
Taken By	Alex Sprtel
Sales Rep	Cedarburg House Account

Line	Qty	Description	Product Code	Unit Price	Total Price
30		**End of COVER 2**			**3,594.43**

There are no returns on special orders.
No returns after 30 days.

Print name _____

Signature

Total Amount	$7,188.86
Sales Tax	$395.38
Quotation Total	$7,584.24
Balance Due	

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11333 N. Cedarburg Road
Mequon, WI 53092
Phone:
Fax: 262-242-9655
www.ci.mequon.wi.us
Office of Sewer Utility District Commission

TO: **Common Council**
FROM: **Kevin Driscoll, Deputy Director of Utilities**
DATE: **June 14, 2022**
SUBJECT: **RESOLUTION 3962 A Resolution Authorizing Award of a Contract to Design Tamerlane Drive Lift Station O Capacity Improvements to S.E.H. of Sheboygan, WI in the Amount of $46,960**

Background

The 2022 Sanitary Sewer budget adopted on October 28, 2021, includes a continuation of previous years work to add system capacity and replacement of mechanical equipment including pumps at lift stations. The budget included allocation for improvements to lift stations including the Tamerlane Drive Lift Station O in the Huntington Park subdivision. These design improvements are based on the West Trunk Sanitary Collection System and Lift Station Planning study completed in fall 2021.

Analysis

To adhere with the City procurement policy, Staff requested proposals from 5 firms to design capacity improvements to the Tamerlane Drive Lift Station O. Planned capacity improvements include replacing the pumps and constructing a second force main. Three firms declined proposals due to existing backlog and workloads, and one firm was non-responsive. Short Elliot Hendrickson, also known as S.E.H., submitted a proposal with a fee of $46,960.

This is within the proposed 2022 Sewer Utility budget that was adopted. In addition, S.E.H. has completed other work successfully in Mequon for the Sewer Utility. These include multiple condition assessments, such as the Concord Drive Lift Station R condition assessment, the Tamerlane Drive Lift Station O condition assessment in the Huntington Park subdivision, and the West Trunk Sanitary Collection System and Lift Station Planning study.

Fiscal Impact

Funding is available in the Lift Station Fund 610669-740003.

Recommendation

Staff recommends that the work to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision be awarded to S.E.H. of Sheboygan, WI in the amount of $46,960.

Attachments:
Exhibit A - Agreement for SEH Design of LS O FM(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3962

A Resolution Authorizing Award of a Contract to Design Tamerlane Drive Lift Station O Capacity Improvements to S.E.H. of Sheboygan, WI in the Amount of $46,960

RECITALS

A. A number of capital improvement projects were identified as part of the FY2022 Sanitary Sewer Budget adopted by the Common Council on October 28, 2021.

B. The City of Mequon Department of Public Works Engineering Division Staff has requested proposals from qualified consultants to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision.

C. Staff recommends that the work to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision be awarded to S.E.H. of Sheboygan, WI in the amount of $46,960.

D. The Capital Account 611610-740003 has a sufficient balance to fund this project.

E. The Sanitary Utility District Commission at its meeting on June 14, 2022, endorsed staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The contract to design capacity improvements to the Tamerlane Drive Lift Station O in the Huntington Park subdivision is awarded to S.E.H. of Sheboygan, Wisconsin, in an amount of $46,090, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

_____
Approved by: Andrew Nerbun, Mayor

Date Approved: June 14, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 14, 2022.

Caroline Fochs, City Clerk

Agreement for Professional Services

This Agreement is effective as of June 3, 2022, between City of Mequon (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Prepare Bid Documents to Install Back-up Pump at Lift Station E.**

Client's Authorized Representative: Kevin R. Driscoll, PE
Address: 11333 N. Cedarburg Road
Mequon, WI 53092
Telephone: 262.236.2937 **email:** kdriscoll@ci.mequon.wi.us

Project Manager: Alan Bush, PE
Address: 809 North 8th Street, Suite 205
Sheboygan, WI 53081
Telephone: 920.287.0828 **email:** abush@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

TASK 1 – DESIGN MEMO & PRELIMINARY PLANS (INCLUDES FIELD SURVEY)
Prepare a Topographic Survey over the approximately 2,400-foot corridor of the proposed 8-inch diameter force main and within the vicinity of the Lift Station O site. Contours will be shown at one-foot intervals, spot grades will be shown on hard surfaces and trees over 6 inches in diameter shown. The rim and invert elevations of sanitary sewer facilities will be obtained. Survey of wetland delineation is assumed to be by others and outside the scope of this task. Existing underground utilities will be shown as marked by Digger's Hotline. Existing Lot lines and Right-of-Way lines will be depicted. Four or five Benchmarks will be set along the force main corridor/ Lift Station location.

Prepare a design report with preliminary plans for Client review that identifies permits necessary to complete the work, prior to completing final drawings and bid documents for advertisement. The design memo will summarize proposed construction methods with a goal of minimizing the overall project schedule. Necessary permits will be outlined in the design memo.

TASK 2 – FINAL PLANS
Preparation of final drawings. Drawings to include plan and profile and will adhere to Client standard specifications. Consultant has assumed three plan and profile sheets will be needed for the given force main alignment, and pertinent standard details included per the Client's standards or supplemental details. Consultant has included time for Client to review as well as incorporating Client comments in final drawings.

TASK 3 – SPECIFICATIONS
Consultant has assumed front end specifications template will be provided by Client per the RFP and minimal effort to modify will be required. Consultant will prepare pertinent technical specifications as needed to successfully complete the work, along with measurement and payment coordinated with schedule of prices, and contract close-out.

TASK 4 – BID DOCUMENTS
Prepare bid documents to include Notice to Bidders, Contract Forms in addition to General Requirements, and appendices that include drawings. Documents will identify roles and responsibilities of the Owner's

Attachment: Exhibit A - Agreement for SEH Design of LS O FM (RESOLUTION 3962 : Award Contract to Design Tamerlane Drive Lift Station O

Representative in the specifications and bid documents to review submittals, provide inspection services, construction management for comprehensive project close-out following start-up testing and to verify standard operating procedures.

TASK 5 – BIDDING ASSISTANCE
Consultant will post documents on Quest to coordinate Bidders List posting onto Client's website. Prepare final bid summary table and bid item detail listing in preparation of contract award to the Client's Utility Commission.

TASK 6 – MEETINGS
Consultant will plan and attend meetings with Client staff as needed to complete the work. Consultant has assumed four meetings and conferences for project kickoff, review of design memo, preliminary plans and final bid documents, as well as attendance at a bid opening.

TASK 7 - PERMITTING
Preparation of necessary forms for submittal to respective agencies including the WDNR and MMSD. Client staff review comments will be incorporated prior to submittal to respective agency.

Schedule:

Anticipated Notice to Proceed / CONSULTANT to Begin	June 15, 2022
Deliver Design Report	July 22, 2022
Deliver Preliminary Plans and DRAFT Bid Documents	August 26, 2022
Client Review	September 5, 2022
Deliver Final Bid Documents and Permit Documentation*	September 30, 2022
Advertise Bid Documents	October 6, 2022
Pre-Bid Meeting	October 13, 2022
Open Bid Documents	October 20, 2022
Award Bids to Procure Pumps and Install Second Force Main	November 8, 2022

*Subject to change based on geotechnical investigation and environmental corridor review, and any necessary wetland delineation

Payment: The fee is hourly estimated and subject to a not-to-exceed amount of $46,960.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Attachment: Exhibit A - Agreement for SEH Design of LS O FM (RESOLUTION 3962 : Award Contract to Design Tamerlane Drive Lift Station O

1. Strike the last sentence in Section I, Part C, 1 and replace with “Upon notification, the Parties shall negotiate in good faith an amendment to this Agreement to address additional time or compensation before commencing such work.”
2. Modify the fourth sentence in Section III, Part A, 1 to read “Consultant reserves the right to retain Instruments of Service until all Invoices are paid in full, except those invoices that Client has properly disputed in good faith.”
3. Modify the fifth sentence in Section III, Part A, 1 to read “Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full, except those invoices that Client has properly disputed in good faith.”

Short Elliott Hendrickson Inc.	**City of Mequon**
By: Paulette Hedrington	By:
Paulette Hedrington	
Title: Principal	Title:

Attachment: Exhibit A - Agreement for SEH Design of LS O FM (RESOLUTION 3962 : Award Contract to Design Tamerlane Drive Lift Station O

Exhibit A-1
to Supplemental Letter Agreement
Between City of Mequon (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 3, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

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C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

x:\ko\m\mequo\167297\1-genl\10-setup-cont\03-proposal\ls o 2nd fm and new pump design proposal\exhibit a1.docx

Attachment: Exhibit A - Agreement for SEH Design of LS O FM (RESOLUTION 3962 : Award Contract to Design Tamerlane Drive Lift Station O

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

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costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

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